

## **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](mailto:D&Econtracts@dot.il.gov)

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

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

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

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

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

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

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

# 121

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 25, 2008

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. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Route WEST MAIN STREET  
Project ACHPP-HPP-4114(2)  
District 7 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

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

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

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

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Project ACHPP-HPP-4114(2)  
Route WEST MAIN STREET  
District 7 Construction Funds**

**Project consists of the removal and replacement of curb and gutter, driveways and sidewalks, upgrading the storm sewer, milling, placement of concrete pavers, HMA, landscaping, ornamental lighting and the modification of signals on West Main from North Fairview to Oakland Avenue on North Fairview Avenue from West Main to William Street and on Fairview Park from Oakland Avenue to West Main Street to 300 feet north in the city of Decatur.**

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.**

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-97-060-08  
 PPS NBR - 7-10338-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

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 RUN DATE - 03/19/08  
 RUN TIME - 210227

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE		
MACON	115	07	05-000525-00-SW (DECATUR)	ACHPP-HPP-4114/002/000	WEST MAIN		
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
A2005520	T-NYSSA SYLVAT 2-1/2	EACH	3.000 X	=			
A2007120	T-QUERCUS RUBRA 2-1/2	EACH	8.000 X	=			
C2007224	S-ROSA KNOCKOUT 24	EACH	118.000 X	=			
K0030428	PPL SPOROBOLUS HET 1G	EACH	1,174.000 X	=			
XX001607	RETAINING WALL SPL	SQ FT	80.000 X	=			
XX003000	CLASS SI CONC STEPS	CU YD	1.500 X	=			
XX003219	UNIT PAVERS	SQ FT	4,665.000 X	=			
XX004529	RUDBECK FULGI GOLD 1G	EACH	102.000 X	=			
XX005186	HEMERO STELLA DORO 1 GAL	EACH	170.000 X	=			
XX005238	TOPSOIL F & P VAR D	CU YD	100.000 X	=			
XX005907	INTERL BRICK PAVERS	SQ FT	42,031.000 X	=			
XX007301	LUM MH PM 250W ARC	EACH	32.000 X	=			
XX007302	LT P DEC 30MH DMA SPL	EACH	4.000 X	=			
XX007303	LT P DEC 30MH MA SPL	EACH	20.000 X	=			
XX007304	DECORATIVE POLES 10	EACH	4.000 X	=			

WEST MAIN  
05-000525-00-SW (DECATUR)  
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 95545

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RUN DATE - 03/19/08  
RUN TIME - 210227

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX007305	DECORATIVE POLES 12	EACH	6.000	=			
XX007306	DECORATIVE POLES 14	EACH	6.000	=			
XX007307	CANOPIES 53'-6" LONG	EACH	2.000	=			
XX007308	CANOPIES 67'-3" LONG	EACH	2.000	=			
XX007309	BOLLARD QUICK RELEASE	EACH	4.000	=			
XX007310	T-ACERX FREW AM 2-1/2	EACH	5.000	=			
XX007311	T-ACER SACR GM 2-1/2	EACH	2.000	=			
XX007312	S-JUNIPER SAB BU 3G	EACH	37.000	=			
XX007313	LIROPE SPICATA CL 1G	EACH	1,547.000	=			
XX007314	SEDUM SPECTABILE 1GAL	EACH	102.000	=			
XX007315	S-TAX DENSIFORM SY 5G	EACH	29.000	=			
XX007316	MULCH EXISTING TREES	EACH	3.000	=			
XX007317	INSTALL EX SIGN PANEL	EACH	8.000	=			
X0322903	SAW CUTTING (FD)	FOOT	4,522.000	=			
X0322923	SEGMENT CONC BLK WALL	SQ FT	867.000	=			

WEST MAIN  
05-000525-00-SW (DECATUR)  
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 95545

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RUN DATE - 03/19/08  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0322924	RETAINING WALL REMOV	SQ FT	88.000	=			
X0323444	DECORATIVE STL RAIL	FOOT	802.000	=			
X0325825	PAVT REPLACE	SQ YD	200.000	=			
X0350800	BOLLARDS	EACH	46.000	=			
X0597100	CLEAN & PAINT EX STR	L SUM	1.000	=			
X0945500	PAINT EX POLE COMPL	EACH	2.000	=			
X8210405	LUMINAIRE SHIELD	EACH	22.000	=			
X8510250	PT EX POLE/POST/CONTR	EACH	2.000	=			
X8780100	CONC FDN SPL	CU YD	74.300	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000	=			
20100110	TREE REMOV 6-15	UNIT	12.000	=			
20100210	TREE REMOV OVER 15	UNIT	42.000	=			
20200100	EARTH EXCAVATION	CU YD	1,170.000	=			
20400800	FURNISHED EXCAV	CU YD	885.000	=			
20800150	TRENCH BACKFILL	CU YD	497.000	=			

WEST MAIN  
 05-000525-00-SW (DECATUR)  
 MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
21101615	TOPSOIL F & P 4	SQ YD	3,312.000	X	=		
25200200	SUPPLE WATERING	UNIT	100.000	X	=		
25200700	SODDING SPL	SQ YD	3,312.000	X	=		
28000250	TEMP EROS CONTR SEED	POUND	68.000	X	=		
31100100	SUB GRAN MAT A	TON	383.000	X	=		
31101000	SUB GRAN MAT B	TON	113.600	X	=		
35600708	HMA BC WID 8	SQ YD	584.000	X	=		
40600100	BIT MATLS PR CT	GALLON	482.000	X	=		
40600300	AGG PR CT	TON	7.000	X	=		
40600635	LEV BIND MM N70	TON	40.000	X	=		
40600995	TEMPORARY RAMP SPL	SQ YD	149.000	X	=		
40603085	HMA BC IL-19.0 N70	TON	106.000	X	=		
40603315	HMA SC "C" N70	TON	460.000	X	=		
42000200	PCC PVT 7	SQ YD	59.000	X	=		
42300200	PCC DRIVEWAY PAVT 6	SQ YD	252.000	X	=		

WEST MAIN  
05-000525-00-SW (DECATUR)  
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 95545

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42300400	PCC DRIVEWAY PAVT 8	SQ YD	320.000	=			
42400200	PC CONC SIDEWALK 5	SQ FT	31,966.000	=			
42400500	PC CONC SIDEWALK SPL	SQ FT	3,463.000	=			
42400800	DETECTABLE WARNINGS	SQ FT	304.000	=			
44000100	PAVEMENT REM	SQ YD	1,781.000	=			
44000155	HMA SURF REM 1 1/2	SQ YD	4,766.000	=			
44000198	HMA SURF REM VAR DP	SQ YD	4,694.000	=			
44000200	DRIVE PAVEMENT REM	SQ YD	879.000	=			
44000300	CURB REM	FOOT	1,012.000	=			
44000500	COMB CURB GUTTER REM	FOOT	3,899.000	=			
44000600	SIDEWALK REM	SQ FT	27,443.000	=			
44201789	CL D PATCH T2 12	SQ YD	68.000	=			
50300254	RUBBED FINISH	SQ FT	40.000	=			
50901760	PIPE HANDRAIL	FOOT	1,007.000	=			
550A0050	STORM SEW CL A 1 12	FOOT	284.000	=			

WEST MAIN  
 05-000525-00-SW (DECATUR)  
 MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

ECMS002 DTGECM03 ECMR003 PAGE 6  
 RUN DATE - 03/19/08  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
550A0340	STORM SEW CL A 2 12	FOOT	450.000	X	=	
55100500	STORM SEWER REM 12	FOOT	195.000	X	=	
56500600	DOM WAT SER BOX ADJ	EACH	5.000	X	=	
60218500	MAN TA 4 DIA T3F&G	EACH	1.000	X	=	
60219100	MAN TA 4 DIA T9F&G	EACH	1.000	X	=	
60219300	MAN TA 4 DIA T11F&G	EACH	2.000	X	=	
60235700	INLETS TA T3F&G	EACH	7.000	X	=	
60236200	INLETS TA T8G	EACH	2.000	X	=	
60236800	INLETS TA T11F&G	EACH	6.000	X	=	
60240220	INLETS TB T3F&G	EACH	5.000	X	=	
60240301	INLETS TB T8G	EACH	1.000	X	=	
60240310	INLETS TB T11F&G	EACH	3.000	X	=	
60255500	MAN ADJUST	EACH	6.000	X	=	
60257900	MAN RECONST	EACH	1.000	X	=	
60260100	INLETS ADJUST	EACH	1.000	X	=	

WEST MAIN  
 05-000525-00-SW (DECATUR)  
 MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

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 RUN DATE - 03/19/08  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
60266600	VALVE BOX ADJ	EACH	7.000				
60266800	VALVE BOX REPLACED	EACH	1.000				
60300105	FR & GRATES ADJUST	EACH	2.000				
60500040	REMOV MANHOLES	EACH	2.000				
60500050	REMOV CATCH BAS	EACH	1.000				
60500060	REMOV INLETS	EACH	14.000				
60500090	REM INLET- MAIN FLOW	EACH	8.000				
60600505	CONC CURB SPL	FOOT	171.000				
60600705	CONC CURB TB AEP	FOOT	56.000				
60603900	COMB CC&G TB6.12 AEP	FOOT	11.000				
60604500	COMB CC&G TB6.18 AEP	FOOT	1,642.000				
60605000	COMB CC&G TB6.24	FOOT	1,331.000				
60605100	COMB CC&G TB6.24 AEP	FOOT	738.000				
60606900	COMB CC&G TB9.18 AEP	FOOT	120.000				
60608700	COMB CC&G TM6.06 AEP	FOOT	173.000				

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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 RUN DATE - 03/19/08  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
60624600	CORRUGATED MED	SQ FT	610.000	X	=	
67100100	MOBILIZATION	L SUM	1.000	X	=	
70101900	TRAF CONT & PROT D1	L SUM	1.000	X	=	
70102632	TR CONT & PROT 701602	L SUM	1.000	X	=	
70102640	TR CONT & PROT 701801	L SUM	1.000	X	=	
70106201	TC-PROT 701606 LOC 1	L SUM	1.000	X	=	
70106202	TC-PROT 701606 LOC 2	L SUM	1.000	X	=	
70106203	TC-PROT 701606 LOC 3	L SUM	1.000	X	=	
70106311	TC-PROT 701602 LOC 1	L SUM	1.000	X	=	
70300100	SHORT-TERM PAVT MKING	FOOT	5,098.000	X	=	
70300210	TEMP PVT MK LTR & SYM	SQ FT	18.000	X	=	
70300220	TEMP PVT MK LINE 4	FOOT	5,098.000	X	=	
70300240	TEMP PVT MK LINE 6	FOOT	118.000	X	=	
70300260	TEMP PVT MK LINE 12	FOOT	900.000	X	=	
70300280	TEMP PVT MK LINE 24	FOOT	45.000	X	=	

WEST MAIN  
05-000525-00-SW (DECATUR)  
MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 95545

ECMS002 DTGECM03 ECMR003 PAGE 9  
RUN DATE - 03/19/08  
RUN TIME - 210227

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
78000100	THPL PVT MK LTR & SYM	SQ FT	18.000 X	=			
78000200	THPL PVT MK LINE 4	FOOT	5,098.000 X	=			
78000400	THPL PVT MK LINE 6	FOOT	118.000 X	=			
78000600	THPL PVT MK LINE 12	FOOT	900.000 X	=			
78000650	THPL PVT MK LINE 24	FOOT	45.000 X	=			
78001100	PT PVT MK LTRS & SYMB	SQ FT	53.000 X	=			
78001110	PAINT PVT MK LINE 4	FOOT	2,736.000 X	=			
78001130	PAINT PVT MK LINE 6	FOOT	270.000 X	=			
78001150	PAINT PVT MK LINE 12	FOOT	608.000 X	=			
78001180	PAINT PVT MK LINE 24	FOOT	125.000 X	=			
78300100	PAVT MARKING REMOVAL	SQ FT	725.000 X	=			
81000500	CON T 1 1/2 GALVS	FOOT	16.000 X	=			
81012400	CON T 1 1/4 PVC	FOOT	2,340.000 X	=			
81021320	CON P 1 1/2 PVC	FOOT	90.000 X	=			
81400115	HANDHOLE TO BE ADJUST	EACH	5.000 X	=			

WEST MAIN  
 05-000525-00-SW (DECATUR)  
 MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

ECMS002 DTGECM03 ECMR003 PAGE 10  
 RUN DATE - 03/19/08  
 RUN TIME - 210227

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81500100	GULFBOX JUNCTION	EACH	7.000	X	=		
81500130	GULFBOX JUNCTION REM	EACH	1.000	X	=		
81702100	EC C XLP USE 1C 12	FOOT	66.000	X	=		
81702120	EC C XLP USE 1C 8	FOOT	4,917.000	X	=		
81702130	EC C XLP USE 1C 6	FOOT	10,780.000	X	=		
81900200	TR & BKFIL F ELECT WK	FOOT	2,171.000	X	=		
83600120	LIGHT POLE FDN SPL	FOOT	144.000	X	=		
83600400	POLE FOUNDATION METAL	EACH	26.000	X	=		
84200700	LIGHTING FDN REMOV	EACH	26.000	X	=		
84400105	RELOC EX LT UNIT	EACH	26.000	X	=		
85100100	PAINT EX TR SIG EQUIP	EACH	2.000	X	=		
87301515	ELCBL C LEAD 18 3PR	FOOT	206.000	X	=		
88600600	DET LOOP REPL	FOOT	1,040.000	X	=		
89501300	RELOC EX MAA & POLE	EACH	1.000	X	=		
89502300	REM ELCBL FR CON	FOOT	7,314.000	X	=		

WEST MAIN  
 05-000525-00-SW (DECATUR)  
 MACON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 95545

ECMS002 DTGECM03 ECMR003 PAGE 11  
 RUN DATE - 03/19/08  
 RUN TIME - 210227

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
89502400	REM EX FB INSTAL COMP	EACH	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.

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

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

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

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

**I. Addenda**

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

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

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

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

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

**NA - FEDERAL**

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

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

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

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

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

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

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

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

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

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

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

#### C. Disclosure Form Instructions

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

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

### CERTIFICATION STATEMENT

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

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



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

\_\_\_\_\_  
Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES \_\_\_ NO \_\_\_  
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

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

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

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

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RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

**FOR INDIVIDUAL (type or print information)**

**NAME:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**Type of ownership/distributable income share:**

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

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

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

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

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

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

**RETURN WITH BID/OFFER**

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

---

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
  
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_
  
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

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(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:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**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.**

\_\_\_\_\_  
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 CHECKED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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



**RETURN WITH BID**

**Contract No. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Project ACHPP-HPP-4114(2)  
Route WEST MAIN STREET  
District 7 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

## RETURN WITH BID

### **ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Project ACHPP-HPP-4114(2)  
Route WEST MAIN STREET  
District 7 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

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

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



Return with Bid

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

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

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

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

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

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

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

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

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

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

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

PRINCIPAL

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

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

By: \_\_\_\_\_  
(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 the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID# \_\_\_\_\_

Company / Bidder Name \_\_\_\_\_



Signature and Title \_\_\_\_\_

# PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Project ACHPP-HPP-4114(2)  
Route WEST MAIN STREET  
District 7 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 25, 2008. 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. 95545  
MACON County  
Section 05-00525-00-SW (Decatur)  
Project ACHPP-HPP-4114(2)  
Route WEST MAIN STREET  
District 7 Construction Funds**

**Project consists of the removal and replacement of curb and gutter, driveways and sidewalks, upgrading the storm sewer, milling, placement of concrete pavers, HMA, landscaping, ornamental lighting and the modification of signals on West Main from North Fairview to Oakland Avenue on North Fairview Avenue from West Main to William Street and on Fairview Park from Oakland Avenue to West Main Street to 300 feet north in the city of Decatur.**

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

By Order of the  
Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-08)

SUPPLEMENTAL SPECIFICATIONS

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251 Mulch .....	2
253 Planting Woody Plants .....	3
280 Temporary Erosion Control .....	5
443 Reflective Crack Control Treatment .....	6
502 Excavation for Structures .....	9
503 Concrete Structures .....	10
505 Steel Structures .....	11
540 Box Culverts .....	12
633 Removing and Reerecting Guardrail and Terminals .....	13
672 Sealing Abandoned Water Wells .....	14
701 Work Zone Traffic Control and Protection .....	15
838 Breakaway Devices .....	16
1004 Coarse Aggregates .....	17
1020 Portland Cement Concrete .....	18
1022 Concrete Curing Materials .....	20
1042 Precast Concrete Products .....	21
1062 Reflective Crack Control System .....	22
1069 Pole and Tower .....	24
1081 Materials for Planting .....	27
1083 Elastomeric Bearings .....	29
1102 Hot-Mix Asphalt Equipment .....	30

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07) .....	31
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**BDE SPECIAL PROVISIONS**  
For the April 25 and June 13, 2008 Lettings

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

File Name	Pg#		Special Provision Title	Effective	Revised
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80186			Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	
80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	June 1, 1989	Jan. 2, 2007
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	83	X	Cement	Jan. 1, 2007	Nov. 1, 2007
* 80198			Completion Date (via calendar days)	April 1, 2008	
* 80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193			Concrete Barrier	Jan. 1, 2008	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	86	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
80178	94	X	Dowel Bars	April 1, 2007	Jan. 1, 2008
80167			Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
80190			Engineer's Field Office (Long Distance Bill)	Nov. 1, 2007	
80179			Engineer's Field Office Type A	April 1, 2007	
80175			Epoxy Pavement Markings	Jan. 1, 2007	
80189	95	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180	97	X	Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
* 80181	98	X	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
* 80201	100	X	Hot Mix Asphalt – Plant Test Frequency	April 1, 2008	
* 80202	102	X	Hot Mix Asphalt - Transportation	April 1, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80196	103	X	Mast Arm Assembly and Pole	Jan. 1, 2008	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082			Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80022	105	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80171	107	X	Precast Handling Holes	Jan. 1, 2007	

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	109	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172	111	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	117	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	118	X	Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
80184			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131			Seeding	July 1, 2004	Aug. 1, 2007
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	120	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80197			Silt Filter Fence	Jan. 1, 2008	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
* 80203	122	X	Steel Inserts and Brackets Cast into Concrete	April 1, 2008	
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191			Stone Gradation Testing	Nov. 1, 2007	
80143	123	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	124	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176	125	X	Thermoplastic Pavement Markings	Jan. 1, 2007	
80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338			Training Special Provisions	Oct. 15, 1975	
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071			Working Days	Jan. 1, 2002	
* 80204			Woven Wire Fence	April 1, 2008	

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

80187 Legal Requirements to be Observed

The following special provisions are in the 2008 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>
80168	Errata for the 2007 Standard Specifications	Supplemental	Jan. 1, 2007	Aug. 1, 2007
80142	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Article 1102.3	Jan. 1, 2005	Jan. 1, 2007
80148	Planting Woody Plants	Section 253	Jan. 1, 2006	
80160	Reflective Crack Control Treatment	Section 443, Article 1062.04	April 1, 2006	Jan. 1, 2007
80154	Turf Reinforcement Mat	Section 251	Nov. 1, 2005	Jan. 1, 2007

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

<u>LR#</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
LR SD 12		Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		Protests on Local Lettings	Jan. 1, 2007	
LR 105		Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3		Disadvantaged Business Enterprise Participation	Jan. 1, 2007	
LR 107-4	82	X Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1032-1		Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

## **INTRODUCTORY PARAGRAPH**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of Section No. 05-00525-00-SW in Macon County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern. For purposes of this contract the term "Department" shall mean "City of Decatur".

## **INTENT OF PROJECT STATEMENT**

The intent of this project is to install curb and gutter, medians, replace storm inlets and catch basins, modify signalization, and resurface West Main Street from Fairview Avenue to Oakland Avenue with interlocking concrete brick pavers. Street lighting and landscaping is included in the project scope.

This work must be accomplished in a manner causing the least amount of damage possible to the environment and giving the maximum possible protection to the public while minimizing their disruption and inconvenience.

To that end, the Contractor will be required to comply with the TRAFFIC CONTROL PLAN and with various provisions for the protection of the environment contained elsewhere herein and in the plans.

## **DESCRIPTION OF WORK**

The work included in Section No. C-97-060-08 consists primarily of:

- Removal and replacement of existing curb and gutter and curbs.
- Removal and replacement of existing drives and sidewalks.
- Upgrading of existing storm drainage structures.
- Milling of existing Hot-Mix Asphalt surface.
- Installation of sand base and interlocking concrete pavers.
- Hot-Mix Asphalt paving
- Installation of landscape plantings.
- Installation of ornamental lighting and modification of existing signal systems.

**STATUS OF UTILITIES**

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

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

<u>Name &amp; Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>or Relocation</u>
Mr. Tom Long AT&T * 990 Southside Drive Decatur, IL 62521	Fiber Optic and Telephone	West Main. Street	No Adjustment Required
Mr. Steve Trippiedi Insight Cable * 1275 N. Water Decatur, IL 62521	Television Cable	West Main Street	No Adjustment Required
Mr. Matt Newell City of Decatur * #1 Gary Anderson Plaza Decatur, IL 62521	Water, Sanitary, Storm and Traf. Signals	West Main Street	Storm adjustment Traffic Signal modification Water valve replacement
Mr. Bob Zuege AmerenIP * 2460 N. Jasper Decatur, IL 62526	Gas and Electric	West Main Street	Service Lines to be Modified

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123

\* = J.U.L.I.E. Member

**FAILURE TO OPEN WEST MAIN STREET**

It is the intention of the Department that the period of road closure of West Main Street be kept to a minimum. During the period of road closure, the Contractor shall provide traffic control devices in accordance with the Special Provisions, and the Stage Construction Plans. The Contractor shall be permitted to have West Main Street closed to through traffic starting May 19, 2008. Once the road is closed, the Contractor shall work expeditiously to reopen it to traffic. If the road closure extends beyond August 10, 2008, the Contractor shall be liable and shall pay to the Department the amount per calendar day beyond August 10, 2008, shown in the table in Article 108.09, and based on the full awarded value of the contract, not as a penalty but as liquidated damages. Any portion of a day will be considered as a complete day when calculating the amount of liquidated damages. Such damages may be deducted by the Department from any monies due the Contractor.

**COMPLETION DATE**

It is the Department's intent that the project be completed by October 30, 2008.

The provisions for the completion date shall be as set forth in Section 108 Prosecution and Progress of the Standard Specifications. All Applicable provisions of Section 108 shall apply.

If the project is not complete, by October 30, 2008 the Contractor shall be liable and shall pay to the Department the amount per calendar day shown in the table in Article 108.09, and based on the full awarded value of the contract, not as penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

**TRAFFIC CONTROL PLAN**

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, the Supplemental Specifications, these Special Provisions, and any special detail or highway standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following traffic control related Highway Standards.:

- |               |        |        |        |        |        |
|---------------|--------|--------|--------|--------|--------|
| 1. Standards: | 701001 | 701006 | 701011 | 701101 | 701106 |
|               | 701301 | 701602 | 701606 | 701701 | 701801 |
|               | 701901 |        |        |        |        |

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

- 701001 This Standard is appropriate for constructing landscaping, sidewalks and other off road items. Traffic Control Standard 701001 will not be measured for payment.
- 701006 This Standard is appropriate for constructing landscaping, sidewalks and other off road items. Traffic Control Standard 701006 will not be measured for payment.
- 701011 This Standard is appropriate for constructing landscaping, sidewalks and other off road items. Traffic Control Standard 701011 will not be measured for payment.
- 701101 This Standard is appropriate for constructing landscaping, sidewalks and other off road items. Traffic Control Standard 701101 will not be measured for payment.
- 701106 This Standard is appropriate for constructing landscaping, sidewalks and other off road items. Traffic Control Standard 701106 will not be measured for payment.
- 701301 This Standard is appropriate for survey and utility operations. Traffic Control Standard 701301 will not be measured for payment.
- 701602 This Standard is appropriate for pavement removals, median construction, patching, milling, and resurfacing. Traffic control standard 701602 will be paid for at the Contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701602 and TRAFFIC CONTROL AND PROTECTION STANDARD 701602, LOCATION 1.
- 701606 This Standard is appropriate for pavement removals, widening, curb & gutter construction, patching, milling, and resurfacing. Traffic control standard 701606 will be paid for at the Contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701606, LOCATION 1, 2, AND 3.
- 701701 This standard is appropriate for median work and crosswalks, pavement widening, and traffic signal and lighting modifications. Traffic Control Standard 701701 will not be paid for separately but shall be considered included in the cost of TRAFFIC CONTROL AND PROTECTION (DETOUR 1).
- 701801 This standard is appropriate for work interfering with crosswalks and sidewalks. Traffic Control Standard 701801 will be paid for at the Contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701801.

701901 This standard is appropriate during all stages of construction, as required on plans. Traffic control 701901 will not be paid for separately but shall be considered included in the cost of the various Traffic Control and Protection Standards specified elsewhere.

The contractor shall submit a staging plan to the Engineer for approval prior to starting construction. The staging plan should indicate anticipated duration for each construction operation and the length of time entrances may be closed. Specific target dates indicated in the plans for roadway closure shall be shown in the staging plan.

The contractor shall make every effort to minimize the length of time commercial entrances are closed.

Any inconveniences or delays caused the Contractor in complying with this Special Provision will be considered as included in the contract unit prices for the various Traffic Control and Protection items and no additional compensation will be allowed.

### **TRAFFIC SIGNAL STAGING**

During those periods when the detection loops are being installed, the City of Decatur will set the controllers to operate the signals on a timed sequence. The Contractor shall give the Engineer 48 hours notice before taking the loops out of operation. The Contractor shall notify the Engineer when the loops are ready to be put back into service.

### **TREE REMOVAL (OVER 15 UNITS DIAMETER)**

This work shall be performed and paid for at the Contract Unit Price as specified in Section 201 of the Standard Specifications except that stump removal shall be accomplished by grinding instead of grubbing.

Material left from grinding the stump shall be disposed of in accordance with Article 202.03. The void left from grinding the stump shall be backfilled with earth fill approved by the Engineer. This work will be paid for at the Contract Unit Price per unit for TREE REMOVAL (over 15 UNITS DIAMETER)

## TRENCH BACKFILL

Replace Article 208.01 Description with:

This work shall consist of furnishing course aggregate for backfilling material for all trenches made in the sub-grade of the proposed improvement, and all trenches outside of the sub-grade where the inner edge of the trench is closer than 2 ft. to the edge of the proposed pavement, curb, sidewalk, or multipurpose trail.

Replace Article 208.02 Materials with:

- a) Description. The course aggregate shall be gravel, crushed gravel, pit run gravel, crushed stone, crushed concrete, crushed sandstone or crushed slag.
- b) Quality. The course aggregate shall be Class D Quality or better.
- c) Gradation. The course aggregate shall be Gradation CA-6 or CA-7.

Trench backfill will be paid for in accordance with Article 208.04.

## SODDING, SPECIAL

Description: This work consists of soil preparation, excavation of unacceptable material and replacement with topsoil if necessary, fertilizer application, sodding, maintenance, warranty and supplemental watering if requested.

Submittals:

- (a) The following items shall be submitted and approved prior to operations; sod source and composition, photographs and/or samples of sod, fertilizer source, composition and quantity required, products and rates for any chemical treatments necessary.
- (b) The following items shall be submitted during operations; sod certificates showing source, composition and quantity of each load, and fertilizer certificates showing weight and fertilizer mix for each bag.

Warranty: For a period of one year following substantial completion of the project any areas of turf that become dead, dying, diseased as a result of the material or installation shall be replaced to the satisfaction of the Owner. Replacement sod shall be laid following the same specifications as for the original installation. Contractor shall maintain the replaced sod for a period of 45 days at which time the success of replacement turf will be ascertained.

Products:

- (a) Topsoil shall be loamy soil from the A horizon soil profile of local prairie-type soils, have an organic content between 10 and 15 percent, be entirely free of foreign material including construction waste, rocks and aggregate, litter and contaminating products and have a pH between 6.0 and 8.0. At least 90 percent must pass the 2.00 mm sieve.
- (b) Sod  
Sod shall be top quality, 12 to 18 month old turf-type fescue sod, dense with basal growth and full at the tops, free of weeds and non-turf growth, insects and disease, fungus and other conditions that indicate past, current or future conditions requiring special treatment or care.

90% of seed shall be comprised of 3 or more varieties turf-type fescue such as Dynasty, Olympic Gold II and Endeavor and 10% of seed shall be comprised of 1 or more aggressive bluegrass varieties such as Brooklawn, mixed seeded and managed to result in sod with a uniform mix of grass varieties.

Grass shall be cut between 2" and 3" before sod is cut and sod shall be uniformly cut 1/4 to 1/2 inch thick in 20" by 40" pieces or other approved dimensions.

Sod shall comply with state and federal regulations including inspection for diseases and insects.

- (c) Fertilizer shall be a ratio 1:1:1.
- (d) Turf Stakes, if needed, shall be a length that extends through the turf mat and into underlying soil a minimum of 4 inches. Stakes shall be bio-degradable.
- (e) Water may be obtained by Contractor from metered hydrants. Prior to use of hydrants, a permit shall be obtained from the Water Distribution Division of the Department of Engineering and Infrastructure, 2600 North Jasper Street, in accordance with Sections 20 and 23 of Chapter 64 of the City Code. The permit will be issued at no charge to the Contractor. Contractor shall provide hoses, watering apparatus, labor, etc. to water according to these specifications.

Delivery, storage and handling:

- (a) The sod shall be transported and handled to avoid physical damage and desiccation. Protective covering shall be used during shipment. At the site sod shall be kept in the shade and protected from the weather and mechanical damage. Sod shall be kept moist at all times and exposed roots physically protected from dehydration.
- (b) Fertilizer may be delivered separately or premixed in sacks in which case each sack shall bear a tag with the following information clearly printed: name and address of manufacturer, brand, weight, chemical composition, and guarantee of analysis. Fertilizer shall be kept dry.

Construction Requirements:

- (a) Time of operation. Sod shall be installed when the soil can be properly prepared and when sod can be laid and maintained successfully as verified by landscape architect.
- (b) Soil shall be prepared as follows:

Soils shall be tilled to a full depth of 6" and worked until the surface is smooth and soil particles are no greater than 1" in any dimension.

All debris, stones and other foreign material, as well as soil clods greater than 1" in any dimension will be removed from the site.

If any cinders, aggregate, rubble, clay, or other material unsuited as a growth medium for plants are found during tilling operations, Contractor shall excavate to a depth of 12", removing all foreign material and compacted clay soils.

Contractor shall place approved topsoil in all excavated areas. If good topsoil is found and can be segregated, excavated topsoil can also be used for fill.

Contractor shall dispose of excess excavated material off the site.

Along pavements, around drains, and other edges where sod meets hard surfaces, **the tamped-soil grade shall be 1/2" below the adjoining hard surfaces** to assure that the soil level of the sod is at the grade of adjoining hard surfaces.

All areas shall drain and no ponding water shall be allowed.

Fertilizer shall be spread uniformly over the area to be sodded at the rate to result in 50 pounds of actual nutrient of each N, P and K per acre (2.5 pounds per 1000 sq.ft.) and incorporated in the top 2" of soil.

Soil shall be raked and rolled as necessary to achieve a smooth surface. The soil surface shall be covered with sod before developing a crust.

(c) Sodding:

Sod shall be delivered in sufficient time and quantities to maintain the approved construction schedule and to assure that no sod is used which has been cut more than 24 hours in advance. **No more sod than that which can be laid in a period of 24 hours shall be delivered to the site.**

Sod shall be placed on the ground with the longer dimension parallel to streets and sidewalks, edges in contact with each other and adjacent hard surfaces (buildings, sidewalks, parking lots), pieces neatly matched and joints of courses staggered.

Sod shall be neatly cut 4 feet around tree trunks and 2 feet around shrubs and shrub masses. All exposed edges of sod shall be buried flush with the adjacent soil.

Within 1 hour after the sod has been laid, 5 gallons of water per square yard shall be uniformly applied to the sod in a manner to allow infiltration of water and avoid run-off. Water and watering equipment shall be provided by contractor. Maintenance watering shall be continued until sod is established.

Sod shall be thoroughly rolled as needed to achieve a smooth surface and close contact of sod with soil and/or to remove minor irregularities in the surface.

(d) Maintenance:

Contractor shall carefully monitor the condition of the sod for a period of 45 days or until the sod is well established, whichever is longer.

During the maintenance period, Contractor shall provide:

Watering

Amount and frequency of subsequent watering shall be scheduled to optimize the establishment and maintenance of sod.

Sod generally shall be watered to achieve a rate of 5 gallons per square yard every 2 days.

Rainfall may relieve the contractor of watering at certain times. Contractor shall monitor conditions and resume watering when needed.

Watering shall be done with sprinklers or in a manner to achieve infiltration of water and avoid run-off.

Mowing

Contractor shall mow sod as soon as the grass reaches a height of 4".

Grass shall be mowed to a height of 2 to 1-1/2 inches using mowers with shape, level blades.

Care shall be taken to avoid trees, shrubs and flowerbeds during mowing operations. Damage to existing or new trees or other plants shall be repaired or plants shall be replaced as determined by the Owner's Representative.

Insects, Disease, Fungus

Should problems with the turf develop such as insect infestation, disease or fungus, Contractor shall immediately notify the Owner's Representative and discuss remedies available.

Contractor shall proceed expeditiously with selected treatment of affected areas, and continue treatment until the problem is resolved.

Contractor shall have state licensed applicators for treatment products as needed.

Temporary Controls

It is recommended that sodded areas not be used until sod has established, a period usually 2-3 weeks.

Contractor may erect temporary controls, such as small temporary signs or construction ribbon attached to stakes, to keep foot traffic off newly sodded areas. Such controls will need to be coordinated with the Owner.

**Staking**

Turf stakes will not be required, provided the turf is well rooted-in within 6 weeks of installation.

If turf is not rooted-in, as evidenced by edges or areas becoming dislodged, turf stakes shall be installed as determined necessary by landscape architect to hold sod in place.

**Supplemental watering**

After all maintenance watering is complete, supplemental watering may be requested by the Owner. Supplemental watering shall be at a rate of 5 gallons per square yard applied as specified above. Contractor shall provide supplemental watering within 24 hours of the request.

Measurement: This work will be measured in place.

**Payment:**

- (a) Sodding will be paid for at the contract unit price per SQUARE YARD OF SOD which price shall include fertilizer, equipment, materials and labor for a complete installation.
- (b) Supplemental watering will be paid for at the contract UNIT PRICE OF SUPPLEMENTAL WATERING which price shall include equipment, materials and labor for a complete provision.

**TEMPORARY EROSION CONTROL SEEDING**

This work shall be performed in accordance with Sections 250 and 251 of the Standard Specifications, as shown in the plans and as follows:

Class 7 MODIFIED Seeding (Temporary Erosion Control Mixture) shall be used as a temporary erosion control method when permanent sodding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations. The following seed mixtures and rates per acre shall be used during the time of year indicated.

Seed Mixture	Spring 3/1 to 7/31 lb/acre	Fall 8/1 to 11/15 lb/acre	Winter 11/16 to 2/28
Winter Wheat		100	DO
Oats Spring 4/	100		NOT SEED

**TEMPORARY RAMP, SPECIAL**

This work consists of constructing temporary ramps at driveways and Fairview Ave. milling in accordance with the details shown on the plans.

The ramps may be constructed of bituminous concrete binder or surface course. Materials shall meet the requirements of Section 406 of the standard specifications.

This work will be measured and paid for at the contract unit price SQ YD for TEMPORARY RAMP, SPECIAL which price shall include installation, maintenance and removal of the temporary ramp.

**PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL**

This work consists of constructing a concrete ramp as located and shown on the drawings, including Reinforcing and installation of pipe sleeves for pipe handrails.

The concrete ramp shall be constructed in accordance with applicable articles of Section 424 of the Standard Specifications.

The concrete ramp will be measured in place and paid for at the contract unit price per SQ FT. for PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, which price includes all labor, equipment, materials, excavation and backfilling.

**HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH**

This work shall consist of the surface removal of the existing pavement and concrete corrugated medians to the grade as shown on the plans and as directed by the Engineer in accordance with Section 440 of the Standard Specifications. Where necessary to obtain the grades shown, existing concrete base course shall be milled.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH shall be measured and paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH. All materials, equipment, and labor necessary to complete this work as specified above and as shown in the plans will be included in the contract unit price.

**STRINGLINE**

Over the length of this project, the milling and leveling binder will be controlled by stringline(s) erected, maintained and removed and disposed of by the Contractor.

The cost of providing, erecting, maintaining, removing, disposing of and employing the stringline as the grade and alignment control will not be paid for separately but shall be considered as included in the HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH or LEVELING BINDER, (MACHINE METHOD), N70, pay items.

**DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED**

This work consists of adjusting existing water service boxes and lids to the finished grade of the finished surface abutting the box.

This work shall be performed in accordance with Section 565 of the Standard Specifications.

This work will be measured and paid for at the Contract Unit Price EACH for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED which price includes all labor, equipment and material to complete the work.

**VALVE BOXES TO BE ADJUSTED**

This work consists of adjusting existing valve boxes and lids to the finished grade of the finished surface abutting the valve box.

This work shall be performed in accordance with Section 602 of the Standard Specifications.

This work will be measured and paid for at the Contract Unit Price EACH for VALVE BOXES TO BE ADJUSTED which price includes all labor, equipment and material to complete the work.

**VALVE BOXES TO BE REPLACED**

This work consists of the removal and replacement of existing water valve boxes as located and shown on the drawings, and directed by the Engineer.

Materials and installation of valve boxes shall be provided and executed in accordance with City of Decatur, Illinois Standard Specifications for Cast Iron Watermains, latest edition.

This work will be paid for at the Contract Unit Price EACH for VALVE BOXES TO BE REPLACED which price includes all labor, equipment and materials.

Pavement removal will be paid for at the Contract Unit Price per SQ.YD. for PAVEMENT REMOVAL.

Trench Backfill will be paid for at the Contract Unit Price per CU.YD for TRENCH BACKFILL.

Pavement Patching will be paid for at the Contract Unit Price per SQ.YD. for CLASS D PATCHES of the type and depth specified.

Excavation shall be included in the cost of "VALVE BOXES TO BE REPLACED".

**CONCRETE CURB (ABUTTING EXISTING PAVEMENT) & COMBINATION CONCRETE CURB AND GUTTER (ABUTTING EXISTING PAVEMENT)**

This work consists of constructing concrete curb and combination concrete curb and gutter adjacent to existing concrete, bituminous, or composite pavements to the lines and grades as shown on the plans.

Materials and construction requirements shall be furnished and executed in accordance with Section 606 of the Standard Specifications.

This work will be measured and paid for in accordance with Articles 606.14 and 606.15 of the Standard Specifications per FOOT for CONCRETE CURB (ABUTTING EXISTING PAVEMENT) AND COMBINATION CONCRETE CURB AND GUTTER (ABUTTING EXISTING PAVEMENT) of the type specified.

**ELECTRIC CABLE**

All signal, service, coaxial and lighting cable shall be tagged with wiring identification markers at each point of access. All handholes, gulfbox junctions, mast arm pole handholes, and controller cabinet shall be considered as points of access.

Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications. The cost associated with this compliance shall be considered as included in the contract unit price per FOOT for ELECTRICAL CABLE of the size and type specified.

**HANDHOLE TO BE ADJUSTED**

This item shall consist of the removal of existing handhole casting, removing the concrete walls to a depth of 6 inches below finished grade. The new walls shall be formed and poured on the existing wall and a new casting installed to finished grade.

This work shall be performed in accordance with the applicable articles of Section 814.

This work shall be paid for at the Contract Unit Price EACH for HANDHOLE TO BE ADJUSTED, which price shall include equipment, materials, and labor.

### **POLE FOUNDATION, SPECIAL**

This work shall consist of providing metal pole foundations of the length, diameter, and bolt configuration specified by the light pole manufacturer for the "F-2", "F-3", and "F-4" lighting assemblies shown in the plans.

Installation of Pole Foundations, Special shall be in accordance with 836.03 of the standard specification.

Measurement for payment of Pole Foundation, Special shall be in accordance with Article 836.04 of the standard specifications.

Metal foundations will be paid for at the contract unit price per FOOT for POLE FOUNDATION, SPECIAL of the diameter, length, and bolt configuration specified by the manufacturer.

### **POLE FOUNDATION, METAL**

This work shall consist of providing metal pole foundations of the length, diameter, and bolt configuration specified by the light pole manufacturer for the "F-1R" lighting assemblies shown in the plans.

Installation of Pole Foundations, Metal shall be in accordance with 836.03 of the standard specification.

Measurement for payment of Pole Foundation, Metal shall be in accordance with Article 836.04 of the standard specifications.

Metal foundations will be paid for at the contract unit price EACH for POLE FOUNDATION, METAL of the diameter, length, and bolt configuration specified by the manufacturer.

### **RELOCATE EXISTING LIGHTING UNIT**

This work shall consist of relocating the existing decorative lighting units as shown in the plans and specified in Section 844 of the Standard Specifications.

This work shall be paid for at the Contract Unit Price EACH for RELOCATE EXISTING LIGHTING UNIT, which price shall included equipment, materials, and labor.

### **PAINT EXISTING TRAFFIC SIGNAL EQUIPMENT**

This work consists of cleaning and painting existing traffic signal equipment located at the intersections along West Main Street at Fairview Avenue and Oakland Avenue.

This work shall be performed in accordance with Section 851 of the Standard Specifications except all equipment finish coat shall be dull (matted) black.

This work will be paid for in accordance with Article 851.05.

### **DETECTOR LOOP REPLACEMENT**

This work shall consist of a complete installation of the detector loop including all equipment, materials, and labor to connect the detector loop to the existing handhole or gulfbox. The work will be done in accordance with the applicable portions of Section 886 of the Standard Specifications and the plans.

This work shall be paid for at the Contract Unit Price per FOOT for DETECTOR LOOP REPLACEMENT.

### **RELOCATED EXISTING MAST ARM ASSEMBLY AND POLE**

This work consists of relocation the existing mast arm assembly and pole located 27 foot right of station 30+44.52, Fairview Avenue.

This work shall be performed in accordance with Section 895 of the Standard Specifications and these special provisions.

Prior to removal of the mast arm assembly and pole the power supply shall be removed back to the service pole and the weatherhead removed to the disconnect box. Electrical knockouts shall be sealed at the disconnect box.

The existing 45-foot mast arm is to be removed from the pole and replaced with a new 55-foot mast arm. The existing four flashing beacons and existing signage are to be removed from the existing mast arm and reinstalled on the new mast arm. The existing flashing beacons shall be rebuilt in accordance with Article 895.03 of the Standard Specifications. The relocated beacons shall be rewired from the beacons to the existing controller.

Power for the relocated mast arm assembly and pole will be fed underground from a new light pole assembly located at 33.6 feet right of station 30+39.32. Contractor to coordinate work to insure 1 ½" galvanized steel conduit is installed in the foundation for the two assemblies. The existing 45-foot mast arm shall be salvaged and delivered to the City of Decatur Municipal Services Center, 2600 N. Jasper Street, Decatur.

This work will be measured and paid for at the contract unit price EACH for RELOCATE EXISTING MAST ARM ASSEMBLY AND POLE, which price shall include all work as outlined in this special provision.

Conduit in trench shall be measured and paid for at the contract unit price per foot for conduit in trench of the size and type specified.

Electrical cable in conduit shall be measured and paid for at the Contract Unit Price per foot of the type and size specified.

### **REMOVE EXISTING FLASHING BEACON INSTALLATION COMPLETE**

This work consists of the complete removal of the existing in pavement LED flashing beacon warning system located at the Fairview Avenue crosswalk station 30+57.

This existing installation manufactured by "Light Guard Systems Inc." 2292 Airport Blvd., Santa Rosa, CA 95403 (707)542-4547 [www.crowalks.com](http://www.crowalks.com) includes but is not limited to a power control unit with enclosure, 10 each in-roadway warning signals, in roadway warning signal wiring and tray cable, pedestrian push button devices.

This installation shall be removed in its entirety. Power wiring for the control panel shall be removed back to the source. Upon removal of the in-pavement items the pavement shall be patched with hot mix asphalt binder course of the N design specified for this job. Holes left from removal of electrical items shall be plugged with electrical knockout plugs with epoxy to keep them in place. Knockout plugs used on decorative poles shall be painted to match color of pole.

This work will be measured and paid for at the contract unit price EACH for REMOVE EXISTING FLASHING BEACON INSTALLATION COMPLETE, which price shall include all removals, patching, plugging of holes from electrical items, and disposal of removed items.

### **DECORATIVE LIGHTING**

This item shall consist of furnishing, transporting, and installing decorative lighting on a prepared foundation.

This work shall be performed in accordance with Section 821 and Section 830 of the Standard Specifications.

Light Pole, Special Decorative, 30' M.H., Dual Mast Arm: Light pole shall be as specified for "F-3" on Lighting Fixture Schedule on Plans, or equivalent.

Light Pole, Special Decorative, 30' M.H., Mast Arm: Light pole shall be as specified for "F-2" and "F-4" on Lighting Fixture Schedule on Plans, or equivalent.

Luminaire, Metal Halide, Post Mount, 400 Watt (Architectural): Luminaire shall be as specified for "F-4" on Lighting Fixture Schedule on Plans, or equivalent.

Luminaire, Metal Halide, Post Mount, 250 Watt (Architectural): Luminaire shall be as specified for "F-2" and "F-3" on Lighting Fixture Schedule on Plans, or equivalent.

This work shall be paid for at the Contract Unit Price EACH for LIGHT POLE, SPECIAL DECORATIVE of the type specified and LUMINAIRE, METAL HALIDE (ARCHITECTURAL) of the type specified.

**DECORATIVE POLES (SPECIAL)**

Description: This work consists of providing and installing cast aluminum decorative poles by canopies.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets.

Warranty: For a period of two years following acceptance of project contractor shall warranty against faulty installation and deterioration of poles. Decorative poles also shall have the manufacturer's 5-year limited warranty.

Products:

(a) Decorative Poles

Poles shall be cast aluminum alloy with a floor cast as an integral part of the base. The base shall be 29-30" high with ornately pleated form. The shaft shall be 4" dia. straight fluted and double circumferentially welded internally and externally to the base for added strength. Base diameter shall be 17 1/2"-19" in 9'-8" to 14' heights. Finish shall be antique Verde Green finish to match existing light fixtures along Main Street.

Caps for poles shall be 4" dia. Ball Center Cap.

Four hot dipped galvanized "L" type non-quick release anchor bolts shall be provided for each light pole.

Light poles shall be manufactured by one of the following or an equivalent approved by the engineer:

1. Sternberg Lighting, 555 Lawrence Ave, Roselle, IL 60172, 847/588-3400, [www.sternberglighting.com](http://www.sternberglighting.com). 3400 Georgetown Series
2. Spring City Electrical, Hall and Main Streets - P.O. BOX 19 Spring City, PA 19475, 610/978-4000, [www.springcity.com](http://www.springcity.com). Parkwood Series Post
3. Beacon Lighting, 2041 58<sup>th</sup> Avenue Circle East, Bradenton, FL 34203, 941/755-6694 [www.beaconproducts.com](http://www.beaconproducts.com) Mainstreet Series Post #AP8224

Construction Requirements:

- (a) Poles shall be cut in the field to exact plan measurements.
- (b) Poles shall be set using anchor bolts provided by manufacturer. Bolts shall be securely set in concrete with epoxy grout recommended by manufacturer.
- (c) Any scuffing or surface marring shall be repaired to the satisfaction of the Owner.

Measurement: This work will be measured by the NUMBER OF UNITS INSTALLED.

Payment: This work will be paid for at the contract unit price for each DECORATIVE POLE OF EACH HEIGHT (9'-8" to 14') which price shall include equipment, materials and labor for a complete installation.

### CANOPIES (SPECIAL)

Description: This work involves providing and installing steel canopy structures under two existing railroad overpasses.

- (a) The following items shall be submitted and approved prior to operations; product cut sheets, material and fabrication specifications, sealed structural engineering drawings and calculations approved by the Illinois Department of Transportation.

Warranty: For a period of two years following acceptance of project contractor shall warranty against faulty installation and deterioration of canopies.

#### Products:

- (a) Engineering shop drawings and calculations meeting IBC.2006 and City of Decatur requirements including structural analysis for required live loads and wind forces.
- (b) Canopies #1 shall be 53'-6" long, canopies #2 shall be 67'-3" long.
- (c) Over head canopy panels shall meet drawings and the following requirements:  
Steel substrate conforming to ASTM A653 Grade 33 and ASTM A525 Hot dipped G-90 galvanized steel minimum spangle extra smooth 22 gauge or greater as needed to meet structural requirements.  
Ribbing 1-1/2" deep spaced uniformly 5.9 to 12" apart.  
Arch radius 4'-6".  
Panels shall be finished with Kynar 5000 fluorocarbon coating composed of 0.3+-0.05 mil. primer on both sides covered with 0.8+-0.1 mil. Kynar 500 top coat on the exterior surface and 0.3+-0.05 mil. polyester backer coat on the interior surface. Color to be selected from standard colors.
- (d) Frame components shall be ASTM A500 Gr."B", or approved equal, HSS Steel, surface primed. Column spacing to be 16' +- on center to match plans.
- (e) Plates, gussets and brackets to be A36 steel with surfaces primed.
- (f) Bolts to be A325 steel and fasteners shall be 175 Tek and 500 Tek 5.
- (g) Anchor bolts shall be in accordance with Section 1006 of the Standard Specifications.
- (h) Custom Aluminum Arch shall be fabricated as shown on plan. Shop drawings to be provided.
- (i) Canopy lights shall be designed to provide 2.2 fc light level at 6' above finished grade.
- (j) All steel components shall meet the requirements of article 106.01 of the Standard Specifications.

Substitutions: Products other than described above must be approved in writing

Manufacturer of canopy system. The following companies may provide the needed products:

- (a) Floline Architectural Systems, 25523 W. Ruff St., Plainfield, IL 60585, 630/922-0550, [www.flolinesystems.com](http://www.flolinesystems.com).
- (b) Brasco International, Inc., 1000 Mt. Elliot, Detroit, MI 48207, 800/893-3665, [www.brasco.com](http://www.brasco.com).

- (c) Eide Industries, Inc., 16215 Piuma Ave., Cereitos, CA 90703-1528, 800/422-6827, [www.eideindustries.com](http://www.eideindustries.com).

Manufacturer of custom aluminum arch. The following companies may provide the needed products

- (a) Sternberg Lighting, 555 Lawrence Ave, Roselle, IL 60172, 847/588-3400, [www.sternberglighting.com](http://www.sternberglighting.com).
- (b) Architectural Ironworks of Decatur, 1722 North 22<sup>nd</sup> St., Decatur, IL 62526, 217/428-4693.
- (c) Ace Sign Company 402 North 4<sup>th</sup> St., Springfield, IL 217/522-8417.

Light fixtures shall be approximately 14" x 8" ovals 7-8" deep with a polycarbonate lens made for wet locations with special compact fluorescent bulbs.

- (a) Lithonia Lighting VGO5C-42TRT -120-BDLB-LPI
- (b) Luminaire Lighting XOV13- PLT42-120-CP-BLK-CAB
- (c) AllScapes Lighting BL-44-2-42CFT-120-OP-BK

Construction Requirements:

- (a) Canopy components will be cut and assembled on-site to meet site grades.
- (b) Components shall be welded or fastened according to approved shop drawings and in accordance with Section 505 of the Standard Specifications.
- (c) All surfaces including base plates and connectors shall be painted with finish coat according to Section 506 Cleaning and Painting Metal Structures of the Standard Specifications. Color to be selected.
- (d) Lights shall be mounted as shown on plans and in accordance with City of Decatur electrical codes.

Measurement: This work will be measured by the NUMBER OF UNITS INSTALLED.

Payment: This work will be paid for at the contract unit price for each CANOPIES OF EACH LENGTH (53'-6" long, 67'-3" long which price shall include canopy, aluminum arch, lights, equipment, materials and labor for a complete installation.

### **RETAINING WALL, SPECIAL**

This work shall consist of constructing cast-in-place retaining walls, in accordance with the applicable articles of Section 503 of the Standard Specifications, and the lines and details shown in the plans.

Excavation and backfill will not be paid for separately, but will be included in the contract unit price for retaining wall, special.

This work will be measured for payment in place and the area computed in square feet. The dimensions used will not exceed those shown on the plans or ordered in writing by the Engineer.

This work will be paid for at the contract unit price per SQUARE FEET for RETAINING WALL SPECIAL, which price shall include excavation, and all materials and labor required to construct the retaining wall as shown in the plans.

### **CLASS SI CONCRETE STEPS**

This work consists of constructing class SI Concrete steps as located and shown on the drawings.

Class SI Concrete steps shall be constructed in accordance with applicable articles of Section 503 of the Standard Specifications.

Class SI Concrete steps will be measured in place and paid for at the contract unit price per CU. YD. for CLASS SI CONCRETE STEPS, which price includes all labor, equipment, materials, excavation and backfilling.

### **UNIT PAVERS**

Description: This work applies to unit pavers within the pedestrian areas and consists of preparation of subbase, preparation of aggregate base course, concrete base slab with weep holes, setting sand and concrete unit pavers.

#### Submittals:

- (a) The following items shall be submitted and approved prior to operations: information about proposed unit pavers, samples: minimum of 2 pavers representing full range of paver coloration and list of equipment anticipated for the work.
- (b) The following items shall be submitted during operations; concrete load tickets and concrete sample test results

Warranty: For a period of two years following acceptance of project contractor shall warranty against paver shifting, settling or other irregularities and paver breakage, spalling or other material failure.

Products:

- (a) Unit Pavers  
Unit pavers shall be rectangular pavers of nominal dimension 4" x 8" x 2-3/4" with beveled edges and spacer lugs.  
Unit pavers shall be Holland Premier Paver, color: Heritage Brown as manufactured by Unilock, 301 E. Sullivan Road, Aurora, IL 60504, 716/822-6074, or equivalent.
- (b) Setting sand shall be fine crushed stone aggregate gradation FA8 in compliance with IDOT Standard Specifications Section 1003, Fine Aggregate.
- (c) Base shall be portland cement concrete in compliance with SI in accordance with Section 1020 of IDOT Standard Specifications.
- (d) Sub-base shall be CA6 in compliance with IDOT Standard Specifications Section 1004, Coarse Aggregate.

Construction Requirements:

- (a) Time of operation. Pavers shall be installed when the base can be properly prepared and when setting sand is dry.
- (b) Concrete base shall include the following in accordance with Section 424, PC Concrete Sidewalk.  
Preparation of grade  
Installation and compaction of CA6 sub-base  
Installation of concrete base  
Concrete Base shall have weep holes for drainage as shown on plan.
- (c) Setting sand  
Setting Sand shall be placed over concrete base to a fluffed-up thickness of 1/2" minimum to 1" maximum.  
Sand shall be screeded over entire area to provide a smooth and uniformly sloped surface.
- (d) Unit pavers  
Pavers shall be set on an area of freshly screeded sand. It is recommended that an area of pavers be installed and vibrated in place the same day.

Pavers shall be set according to manufacturer's recommendation in patterns shown on plans.

## INTERLOCKING BRICK PAVERS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Includes
1. Concrete paver units.
  2. Bedding and joint sand.
  3. Geotextiles.
  4. Edge restraints.
  5. [Cleaners and Sealers]

#### 1.02 REFERENCES

- A. American Society of Testing and Materials (ASTM):
1. C 33, Specification for Concrete Aggregates.
  2. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing
  3. C 136, Method for Sieve Analysis for Fine and Coarse Aggregate.
  4. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
  5. C 144, Standard Specification for Aggregate for Masonry Mortar.
  6. C 936, Specification for Solid Interlocking Concrete Paving Units.
  7. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
- B. Interlocking Concrete Pavement Institute (ICPI)
1. ICPI Tech Spec Technical Bulletins

#### 1.03 SUBMITTALS

- A. Manufacturer's drawings and details: Indicate perimeter conditions, relationship to adjoining materials and assemblies, concrete paver layout, color arrangement, installation and setting details.
- B. Sieve analysis per ASTM C 136 for grading of bedding and joint sand.
- C. Bedding sand durability test results.
- D. Concrete pavers:
1. Four representative full-size samples of each paver type, thickness, color, finish that indicate the range of color variation and texture expected in the finished installation. Color(s) selected by Owner.
  2. Accepted samples become the standard of acceptance for the work.
  3. Test results from an independent testing laboratory for compliance of paving unit requirements to ASTM C 936.
  4. Manufacturer's certification of concrete pavers by ICPI as having met applicable ASTM standards.

5. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.

#### 1.04 QUALITY ASSURANCE

##### A. Paving Manufacture and Subcontractor Qualifications:

1. Illinois Department of Transportation pre-qualification required.

##### Paver Manufacturer's Qualifications

- a. The Manufacturer shall demonstrate a minimum of 5 years successful experience in the manufacture of interlocking concrete block pavers.
- b. The manufacturer shall have sufficient production capacity and established quality control procedures to produce, transport, and deliver the required number of pavers with the quality specified, without causing a delay to the work.
- c. The manufacturer shall have suitably experienced personnel and a management capability sufficient to produce the number of quality pavers as depicted on the contract drawings and as specified herein.

##### Paver Installer's Qualifications

- a. Installer shall provide installation history, including references in writing with contact information demonstrating to the satisfaction of the owner their ability to perform the paver installation and related work indicated in the plans and specifications.
- b. The installer shall have suitably experienced personnel and a management capability sufficient to execute the work shown on the contract drawings and specified herein.
- c. The installer's foreman shall demonstrate, including references, a minimum of 5 years experience in the installation of unit paver systems similar in size and nature to this project.

##### B. Mock-Ups:

1. Install a 7 ft x 7 ft (2 x 2 m) paver area.
2. Use this area to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), color(s), and texture of the job.
3. This area will be used as the standard by which the work will be judged.
4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
5. If mock-up is not retained, remove and properly dispose of mock-up.

#### 1.05 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers packaging with identification labels intact.
  - 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
  - 2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by fork lift or clamp lift.
  - 3. Unload pavers at job site in such a manner that no damage occurs to the product.
- D. Storage and Protection: Store materials protected such that they are kept free from mud, dirt, and other foreign materials. [Store concrete paver cleaners and sealers per manufacturer's instructions.]
  - 1. Cover bedding sand and joint sand with waterproof covering if needed to prevent exposure to rainfall or removal by wind. Secure the covering in place.
- E. Each bundle of pavers shall be marked with a weather-proof tag identifying at a minimum, the manufacturer, the date of manufacture, the mod number, the project name and phase for which the pavers were manufactured and the sequential bundle number.

#### 1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
  - 1. Do not install sand or pavers during heavy rain or snowfall.
  - 2. Do not install sand and pavers over frozen aggregate base materials.
  - 3. Do not install frozen sand or saturated sand.
  - 4. Do not install concrete pavers on frozen or saturated sand.

#### 1.07 MAINTENANCE

- A. Extra Materials: Provide 150 square foot additional material for use by owner for maintenance and repair.
- B. Pavers shall be from the same production run as installed materials.

## PART 2 PRODUCTS

### 2.01 CONCRETE PAVERS

Note: Concrete pavers may have spacer bars on each unit. They are highly recommended for mechanically installed pavers. Manually installed pavers may be installed with or without spacer bars.

- A. Manufacturer: UNILOCK or equivalent
  - 1. Contact: 301 E. Sullivan Road, Aurora, IL 60504, 630/892-9191
- B. Interlocking Concrete Pavers:
  - 1. Paver Type: OPTILOK or equivalent
    - a. Material Standard: Comply with material standards in ASTM C 936.
    - b. Color: As selected by Owner.
    - c. Color Pigment Material Standard: Comply with ASTM C 979.
    - d. Size: 10 ¼ inches x 10 ¼ inches x 3 1/8 inches thick.
    - e. Average Compressive Strength (ASTM C 140): 9440 psi (55 MPa) with no individual unit under 8500 psi (50 MPa) per ASTM C 140.
    - f. Average Water Absorption (ASTM C 140): 5% with no unit greater than 7%.
    - g. Freeze/Thaw Resistance (ASTM C 67): Resistant to 50 freeze/thaw cycles with no greater than 1% loss of material. Freeze-thaw testing requirements shall be waived for applications not exposed to freezing conditions.

### 2.02 PRODUCT SUBSTITUTIONS

- A. Substitutions: No substitutions permitted.

### 2.03 BEDDING AND JOINT SAND

- A. Provide bedding and joint sand as follows:
  - 1. Washed, clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.
  - 2. Do not use limestone screenings, stone dust, or sand for the bedding sand material that do not conform to the grading requirements of ASTM C 33.
  - 3. Do not use mason sand or sand conforming to ASTM C 144 for the bedding sand.
  - 4. Where concrete pavers are subject to vehicular traffic, utilize sands that are as hard as practically available.
  - 5. Sieve according to ASTM C 136.
  - 6. Bedding Sand Material Requirements: Conform to the grading requirements of ASTM C 33 with modifications as shown in Table 1.

Table 1  
 ASTM C 33 Grading Requirements for Bedding Sand

Sieve Size	Percent Passing
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	95 to 100
No. 8 (2.36 mm)	85 to 100
No. 16 (1.18 mm)	50 to 85
No. 30 (0.600 mm)	25 to 60
No. 50 (0.300 mm)	10 to 30
No. 100 (0.150 mm)	2 to 10
No. 200 (0.075 mm)	0 to 1

- B. Joint Sand Material Requirements: Conform to the grading requirements of ASTM C 144 as shown with modifications in Table 2 below:

Table 2  
 ASTM C 144 Grading for Joint Sand

Sieve Size	Natural Sand	Manufactured Sand
	Percent Passing	Percent Passing
No. 4 (4.75 mm)	100	100
No. 8 (2.36 mm)	95 to 100	95 to 100
No. 16 (1.18 mm)	70 to 100	70 to 100
No. 30 (0.600 mm)	40 to 75	40 to 100
No. 50 (0.300 mm)	10 to 35	20 to 40
No. 100 (0.150 mm)	2 to 15	10 to 25
No. 200 (0.075 mm)	0 to 1	0 to 10

## 2.04 EDGE RESTRAINTS

- A. Provide edge restraints installed around the perimeter of all interlocking concrete paving unit areas as shown on the drawings.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Acceptance of Site Verification of Conditions:
1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
    - a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
    - b. Verify that geotextiles, if applicable, have been placed according to drawings and specifications.
    - c. Verify that base materials, thickness, surface tolerances and elevations conform to specified requirements.
    - d. Verify location, type, and elevations of edge restraints and drainage holes and inlets.

2. Do not proceed with installation of bedding sand and interlocking concrete pavers until base conditions are corrected by the General Contractor or designated subcontractor.

### 3.02 PREPARATION

- A. Verify base is clean and dry, certified by General Contractor as meeting material, installation and grade specifications.
- B. Verify that base is ready to support sand, [edge restraints,] and, pavers and imposed loads.
- C. Edge Restraint Preparation:
  1. Install edge restraints per the drawings.

### 3.03 INSTALLATION

- A. Spread bedding sand evenly over the base course and screed to a nominal 1 in. (25 mm) thickness. Spread bedding sand evenly over the base course and screed rails, using the rails and/or edge restraints to produce a nominal 1 in. (25 mm) thickness, allowing for specified variation in the base surface.
  1. Do not disturb screeded sand.
  2. Screeded area shall not substantially exceed that which is covered by pavers in one day.
  3. Do not use bedding sand to fill depressions in the base surface.
- B. Lay pavers in pattern shown on drawings. Place units hand tight without using hammers. Make horizontal adjustments to placement of laid pavers with rubber hammers as required.
- C. Provide joints between pavers between [1/16 in. and 3/16 in. wide. No more than 5% of the joints shall exceed [1/4 in. wide to achieve straight bond lines.
- D. Joint (bond) lines shall not deviate more than  $\pm 1/2$  in. over 50 ft. from string lines.
- E. Fill gaps at the edges of the paved area or soldier course with cut pavers or edge units.
- F. Cut pavers to be placed along the edge with a masonry saw.
- G. All cut pavers exposed to vehicular tires shall be no smaller than one-third of a whole paver.
- H. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.
- I. Use a low-amplitude plate compactor capable of at least minimum of 4,000 lbf at a frequency of 75 to 100 Hz to vibrate the pavers into the sand. Remove any cracked or damaged pavers and replace with new units.
- J. Simultaneously spread, sweep and compact mixed joint material into joints continuously until full. This will require at least 4 to 6 passes with a plate compactor. Do not compact within 6 ft of unrestrained edges of paving units.
- K. All work within 6 ft. of the laying face must shall be left fully compacted with sand-filled joints at the end of each day or compacted upon acceptance of the work. Cover the laying face or any incomplete areas with plastic sheets overnight if not closed with cut and compacted pavers with joint sand to prevent exposed bedding sand from becoming saturated from rainfall.
- L. Remove excess sand from surface when installation is complete.

### 3.04 FIELD QUALITY CONTROL

- A. The final surface tolerance from grade elevations shall not deviate more than  $\pm 3/8$  in. ( $\pm 10$  mm) under a 10 ft straightedge.
- B. Check final surface elevations for conformance to drawings.
- C. The surface elevation of pavers shall be 1/8 in. to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.
- D. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.

### 3.05 [CLEANING] [SEALING] [JOINT SAND STABILIZATION]

- A. Apply joint sand stabilization materials between concrete pavers in accordance with the manufacturer's written recommendations.

### 3.06 PROTECTION

- A. After work in this section is complete, the General Contractor shall be responsible for protecting work from damage due to subsequent construction activity on the site.

### CONCRETE CURB (SPECIAL)

This work consists of the construction of Edge Restraints along the interlocking concrete brick pavers as located and shown on the plans.

This work will be performed in accordance with Section 606 of the standard specifications.

Edge Restraints will be measured and paid for at the contract unit price per LINEAL FOOT for CONCRETE CURB (SPECIAL).

### SAW CUTTING (FULL DEPTH)

This work consists of saw cutting pavement between existing pavement and medians, gutters and/or combination curb and gutter. The saw cut and removal shall be in accordance with Article 442.05 of the Standard Specifications.

This work shall be measured in lineal feet and paid for at the contract unit price per LINEAL FOOT for SAW CUTTING (FULL DEPTH) which price shall include all equipment and labor necessary to complete this work as specified.

## SEGMENTAL CONCRETE BLOCK WALL

Description: This work shall consist of furnishing materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall with variable heights as measured from the top of block elevation to the finished grade line at the wall face.

General: The wall shall consist of a leveling pad, pre-cast concrete blocks, select granular backfill and cohesive backfill. The materials, fabrication, and construction of the wall components are subject to approval by the Engineer. Color selection shall be made by the Engineer from samples provided by the Contractor. The Engineer reserves the right to obtain random samples for material testing. The wall shall be designed and constructed according to the lines, grades, and dimensions shown on the contract plans.

Materials: The materials shall meet the following requirements:

- (a) Pre-cast Concrete Block: The block proposed for use shall be produced according to the Illinois Department of Transportation Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products", and shall satisfy the following:

Conform to the requirements of ASTM C 1372 except as follows:

Fly ash shall be according to Articles 1010.01 and 1010.03.

Ground granulated blast-furnace slag shall be according Section 1016.

Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation.

Chert gravel may be used based on past in-service satisfactory performance, in the environment in which the product was used.

Water shall be according to Section 1002.

- (b) Leveling pad: The material shall be compacted coarse aggregate according to Articles 1004.04, (a) and (b). The compacted coarse aggregate gradation shall be CA 6 or CA 10.
- (c) Geotechnical fabric: Material shall be in accordance with Article 1080.05.
- (d) Cohesive Embankment: Material shall be in accordance with Article 205, except the materials specified in Article 202.03 shall not be used. Additionally, no rock, stone, or broken concrete more than 50 mm (2 in.) in largest dimension shall be permitted.

Construction Requirements: The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include all costs related to this technical assistance in the unit price bid for this item.

The foundation material for the leveling pad and select granular backfill volume shall be graded to the design elevation and compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density.

The select granular backfill lift placement shall closely follow the erection of each course of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. The lift thickness shall be the lesser of 10 in. loose measurement or the proposed block height.

The select granular backfill shall be compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system.

The top 6 inches of backfill shall be a cohesive, impervious material capable of supporting vegetation, wrapped in geotechnical fabric, as shown on the plans.

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 12 mm (1/2 inc.) when measured along a 3 m (10 ft.) straight edge. The cap block shall be secured to the wall with adhesive designed for concrete block applications.

Final Grading to be completed once entire segmental concrete block wall has been constructed. Final Grade shall be as shown on the plans.

Method of Measurement: Segmental Concrete Block Wall will be measured by the square foot of wall face from the top of the block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

Basis of Payment: The accepted quantities of segmental concrete block wall will be paid for at the contract unit price per SQUARE FOOT of SEGMENTAL CONCRETE BLOCK WALL. The payment shall be full compensation for all labor, equipment, materials, material tests, incidentals, and final grading necessary to acceptably design, fabricate, excavate backfill and construct the segmental concrete block wall in accordance with all requirements of this specification and the contract.

### **RETAINING WALL REMOVAL**

This work consists of the removal of the existing concrete retaining wall as shown in the plans. Removal shall include saw cutting and removal of a portion of the wall, including buried portions of the structure and pipe underdrain that may be present.

Disposal shall be according to the requirements of Article 202.03

This work will be measured for payment in place and paid for at the contract unit price per SQUARE FOOT for RETAINING WALL REMOVAL, which price shall include removal, disposal of the material, and all required excavation and backfilling.

### **DECORATIVE STEEL RAILING**

Description: This work consists of providing and installing fabricated iron pipe railing.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets, fully detailed shop drawings.

Warranty: For a period of two years following acceptance of project contractor shall warranty against faulty installation and deterioration of bollards

Products:

Railing materials and fabrication shall be in accordance with Section 509 Metal Railings of IDOT Standard Specifications.

Railing shall be Pipe Handrail.

Connections of railing to posts shall be welded.

Construction Requirements:

- (a) Railing shall be installed according to Section 509 Metal Railings of IDOT Standard Specifications.
- (b) All surfaces including mounting plates and connectors shall be painted according to Section 506 Cleaning and Painting Metal Structures. Color shall be semigloss black.

Measurement: This work will be measured for payment in place in feet.

Payment: This work will be paid for at the contract unit price per foot for DECORATIVE STEEL RAILING which price shall include foundations, equipment, materials and labor for a complete installation.

### **PAVEMENT REPLACEMENT**

This work consists of the removal of soft and unstable pavement including surface, base course, and sub-base at locations shown on the plans and as directed by the Engineer.

The removals and pavement replacement shall be performed in accordance with Section 441 of the Standard Specifications except materials and thickness of materials used for the replacement of the pavement shall be as detailed in the plans.

This work will be measured and paid for at the Contract Unit Price per SQUARE YARD for PAVEMENT REPLACEMENT.

## BOLLARDS

Description: This work consists of providing and installing cast aluminum bollards.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets.

Warranty: For a period of two years following acceptance of project contractor shall warranty against faulty installation and deterioration of bollards. Bollards also shall have the manufacturer's 5-year limited warranty.

Products:

(a) Bollards

Bollards shall be cast aluminum alloy, with a floor cast as an integral part of the base and bollard cap welded in place. The lower base shall be octagonal that transitions to a fluted upper section. Base diameter shall be 10-11" and overall height shall be 45-48". Finish shall be antique Verde Green finish to match existing light fixtures along Main Street.

Four hot dipped galvanized "L" type non-quick release anchor bolts shall be provided for each bollard.

Bollards shall be manufactured by one of the following, or an equivalent approved by the engineer:

1. Sternberg Lighting, 555 Lawrence Ave, Roselle, IL 60172, 847/588-3400, [www.sternberglighting.com](http://www.sternberglighting.com). Geneva Unlit Bollard
2. Spring City Electrical, Hall and Main Streets - P.O. BOX 19 Spring City, PA 19475, 610/978-4000, [www.springcity.com](http://www.springcity.com). Radnor Bollard
3. Heritage Castings & Ironworks, 1280 Fewster Drive, Mississauga, Ontario Canada, 800/267/3175, [www.hcilighting.com](http://www.hcilighting.com). B621 Series Bollard

Construction Requirements:

- (a) Bollard shall be set using anchor bolts provided by manufacturer. Bolts shall be securely set in concrete with epoxy grout recommended by manufacturer.
- (b) Any scuffing or surface marring shall be repaired to the satisfaction of the Owner.

Measurement: This work will be measured by the NUMBER OF UNITS INSTALLED.

Payment: This work will be paid for at the contract UNIT PRICE FOR EACH BOLLARD which price shall include equipment, materials and labor for a complete installation.

## BOLLARDS, QUICK RELEASE

Description: This work consists of providing and installing cast aluminum bollards.

Submittals: The following items shall be submitted and approved prior to operations; product cut sheets.

Warranty: For a period of two years following acceptance of project contractor shall warranty against faulty installation and deterioration of bollards. Bollards also shall have the manufacturer's 5-year limited warranty.

Products:

(a) Bollards

Bollards shall be cast aluminum alloy, with a floor cast as an integral part of the base and bollard cap welded in place. The lower base shall be octagonal that transitions to a fluted upper section. Base diameter shall be 10-11" and overall height shall be 45-48". Finish shall be antique Verde Green finish to match existing light fixtures along Main Street.

Bollards shall be a custom quick release design.

Installation hardware shall be provided for each bollard.

Bollards shall be manufactured by one of the following, or an equivalent approved by the engineer:

1. Sternberg Lighting, 555 Lawrence Ave, Roselle, IL 60172, 847/588-3400, [www.sternberglighting.com](http://www.sternberglighting.com). Geneva Quick Release Unlit Bollard
2. Spring City Electrical, Hall and Main Streets - P.O. BOX 19 Spring City, PA 19475, 610/978-4000, [www.springcity.com](http://www.springcity.com). Radnor Custom Quick Release Bollard
3. Heritage Castings & Ironworks, 1280 Fewster Drive, Mississauga, Ontario Canada, 800/267/3175, [www.hcilighting.com](http://www.hcilighting.com). B621 Series Custom Quick Release Bollard

(b) Concrete shall comply with material Section 1020 Portland Cement Concrete, Class SI

Construction Requirements:

- (a) Bollard shall be set in concrete footing according to plan using anchorage provided by manufacturer and according to manufacturer's recommendations.
- (b) Any scuffing or surface marring shall be repaired to the satisfaction of the Owner.

Measurement: This work will be measured by the NUMBER OF UNITS INSTALLED.

Payment: This work will be paid for at the contract UNIT PRICE EACH BOLLARD, QUICK RELEASE which price shall include equipment, materials and labor for a complete installation.

### **CLEANING AND PAINTING EXISTING STRUCTURES**

This work consists of cleaning and painting a portion of the railroad bridges, as described in the plans and Specification for Field Painting of Bridges (Exhibit C) attached as part of these special provisions.

Cleaning and painting of the existing structures will be paid for at the contract unit price per LUMP SUM for CLEANING AND PAINTING EXISTING STRUCTURES.

### **PAINT EXISTING POLE COMPLETE**

This work consists of cleaning and painting existing traffic signal poles and mast arms located at Station 994+65 along West Main Street and at Station 30+45 along Fairview Avenue. These are the flashing beacon signals at the cross walks.

This work shall be performed in accordance with Section 851 of the Standard Specifications except all equipment finish coat shall be dull (matted) black.

This work will be paid for in accordance with Article 851.05 and paid for at the contract unit price EACH for PAINT EXISTING POLE COMPLETE.

### **PAINT EXISTING POLE, POST OR CONTROLLER COMPLETE**

This work consists of cleaning and painting existing control cabinets located at Station 992+02, 29.5' left along West Main Street and at Station 25+54, 37' right along Fairview Avenue. These are electrical control cabinets.

This work shall be performed in accordance with Section 851 of the Standard Specifications except all equipment finish coat shall be dull (matted) black.

This work will be paid for in accordance with Article 851.05 and paid for at the contract unit price EACH for PAINT EXISTING POLE, POST OR CONTROLLER COMPLETE.

### **LUMINAIRE SHIELD**

This work consists of replacing the optics in the existing ornamental fixtures along Fairview Avenue, with louvered optics as shown in the plans.

This work shall be performed in accordance with the applicable portions of Section 821 of the Standard Specifications.

This work will be measured and paid for at the contract unit price EACH for LUMINAIRE SHIELD.

### **CONCRETE FOUNDATIONS (SPECIAL)**

This work shall consist of constructing cast-in-place foundations for the canopies, in accordance with the applicable articles of Section 503 of the Standard Specifications, and the lines and details shown in the plans.

Excavation will not be paid for separately, but will be included in the contract unit price for concrete foundations (special).

This work will be measured for payment in place. The dimensions used will not exceed those shown on the plans or ordered in writing by the Engineer.

This work will be paid for at the contract unit price per CUBIC YARD for CONCRETE FOUNDATIONS (SPECIAL), which price shall include excavation, and all materials and labor required to construct the foundation as shown in the plans.

### **RAILROAD PROTECTIVE LIABILITY INSURANCE**

Railroad Protective Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications and the Special Provisions for Protection of Railway Interests (Exhibit B) attached as part of these special provisions.

Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per LUMP SUM for RAILROAD PROTECTIVE LIABILITY INSURANCE.

### **PLANT MATERIAL**

Description: This work consists of providing and installing plant material, excavating unacceptable material and replacing with topsoil if necessary, applying herbicide, mulching plant material, mulching existing trees, stake trees if necessary, and provide maintenance and warranty.

#### Submittals:

- (a) The following items shall be submitted and approved prior to operations; proposed sources of plant material and digital photos of plants, one cubic foot sample proposed topsoil and one cubic foot sample of Medium-Textured Hardwood Mulch.
- (b) The following items shall be submitted during operations; tags from all fertilizer, peat moss and manure used in the project, tags from all plant material showing species, size and source.

Warranty: Contractor shall warranty for one year from acceptance all material and work in this project. If at any time during the warranty period a plant dies, becomes diseased or unsightly, the Owner's Representative may request immediate or future replacement and the Contractor shall promptly comply. Contractor shall provide one replacement in accordance with these plans and specifications.

Products:

- (a) Topsoil shall be loamy soil from the A horizon soil profile of local prairie-type soils, have an organic content between 10 and 15 percent, be entirely free of foreign material including construction waste, rocks and aggregate, litter and contaminating products and have a pH between 6.0 and 8.0. At least 90 percent must pass the 2.00 mm sieve.

- (b) Plant Material shall

All plant materials shall be approved by the landscape architect prior to installation, shall be clearly marked as to source, species and size, specimen quality, conform to the species and sizes specified, have a growth habit representative of that species and be free from diseases, insect pests and injuries.

Balled and Burlapped (B&B) Plants shall

Be grown in a nursery with climatic conditions similar those at the project site. B&B plants grown south of the St. Louis latitude will not be accepted.

Have a single leader unless otherwise specified.

Have been pruned frequently while growing in the nursery to avoid forked leaders, low or uneven branching, asymmetric growth, crossed limbs, scars from pruning, etc.

Be dug only when plants are dormant.

Be dug in accordance with best nursery practices.

Have solid earthen balls that encompass the fibrous and feeding roots of the plant.

Container Grown Plants shall:

Be grown in pots of specified size with high quality rooting medium within 1 inch of the top of the container.

Be well grown-in with roots that fully encompass the rooting medium.

Have tops that are full and healthy at the time of planting.

Backfill Mixture

Backfill Mixture for planting holes shall be a uniform mixture of eight (8) parts rich topsoil provided by the contractor from which all foreign material and particles greater than 1" in any dimension have been removed, one (1) part peat moss and one (1) part manure.

Peat moss shall be free from foreign material such as soil and wood and shall have uniform particle sizes not exceeding 1/4" in any dimension.

Manure shall be well rotted, unleached horse or cattle manure free from foreign material and containing no phytotoxic substances.

Wood Mulch shall be composted, shredded hardwood of particles no larger than 4" in any dimension and free of all foreign materials and approved by landscape architect.

Fertilizer shall be slow release granular form and contain 14% nitrogen, 14% phosphoric acid and 14% potash.

Pre-emergent herbicide shall be a slow-release granular type specifically recommended for use in new planting areas.

Water may be obtained by Contractor from metered hydrants. Prior to use of hydrants, a permit shall be obtained from the Water Distribution Division of the Department of

Infrastructure and Public Works, 2600 North Jasper Street, in accordance with Sections 20 and 23 of Chapter 64 of the City Code. The permit will be issued at no charge to the Contractor. Contractor shall provide hoses, watering apparatus, labor, etc. to water according to these specifications.

Delivery, storage and handling

- (a) Plant material shall be delivered to the site within 48 hours of its scheduled installation.
- (b) All Plant Material shall be transported and handled to avoid physical damage and desiccation of the plants. Protective covering shall be used during shipment.
- (c) At the site plants shall be kept in the shade and protected from weather and mechanical damage. Roots shall be kept moist. The name of one plant of each variety shall be clearly marked.
- (d) All packaged material shall be delivered in containers showing the weight, analysis and name of manufacturer. Material shall be protected from deterioration during delivery and storage at the site.
- (e) During installation, material shall be handled to avoid damage to all plant parts. Should any plant parts be accidentally damaged during operations, the Owner's Representative shall decide if immediate replacement is required.

Construction Requirements:

- (a) Time of operation. Planting shall be done when the climatic and soil conditions are appropriate as confirmed by Owner's Representative.
- (b) Layout.  
Contractor shall determine the location of all utilities at the site and avoid digging where utility damage could result.  
Contractor shall stake the location of each tree and the perimeter of each shrub and planting bed. Landscape Architect shall be notified and provided an opportunity to inspect the staking. Owner's Representative may make adjustments in staking before digging operations begin.  
It shall be the Contractor's responsibility to locate utilities prior to layout and to avoid any conflicts and damage thereto.
- (c) Plant excavation  
Excavations for plants shall have near vertical sides and flat bottoms.  
Excavations for trees shall be over excavated by 12" on all sides.  
Shrubs shall be over excavated by 6 inches on all sides.  
If the sides or bottom of the excavated hole is comprised of cinders, aggregate, rubble, clay, or other material unsuited as a growth medium for plants, Contractor shall continue excavation of the pit and backfill the excavation with approved topsoil prior to planting.  
The excavations and backfill dimensions shall be:  
    For trees of all sizes, excavation and backfill shall be 4' x 4' x 4' in dimension.  
    For shrubs, hedges, shrub beds and flower beds, excavation and backfill shall be 2' deep, and extend beyond the outside plants a distance of 2'.  
Contractor shall dispose of excess excavated material off the site.  
No excavations shall be left open overnight.
- (d) Planting  
    Trees and Shrubs  
    Set Plants  
        Plants shall be set in excavations with topsoil fill at the same level at which they were grown and backfilled with Backfill Mixture.

Burlap around balled and burlapped (B&B) plants shall be opened completely at the top, pulled back and tucked around the sides of the ball.

10 grams (of actual fertilizer nutrients) for each ½" of plant diameter and 5 grams (of actual fertilizer nutrients) for every gallon of container material shall be placed uniformly in the backfill mixture.

Backfill Mixture shall be placed in lifts of 12 inches around root balls and firmly hand tamped.

#### Saucers of Soil

Trees. A rim of soil 4" high, 8" wide and 4 feet in diameter shall be formed around each tree to form a saucer.

Shrub masses and hedges. A rim of soil 2" high, 4" wide and 1 foot beyond the outermost stems shall be formed around shrub masses and hedges to form a saucer.

#### Watering

Plants shall be thoroughly watered-in within 4 hours of installation.

Watering and other maintenance shall continue per these specifications.

#### Pre-emergent Herbicide

All areas for mulch shall be treated with pre-emergent herbicide according to approved application rate prior to placement of mulch.

#### Mulch

Trees shall be mulched 4 inches in depth with medium textured wood mulch within and overlapping the saucer of soil. Mulch shall be held back 3-4" from tree trunks.

Shrubs shall be mulched 6 inches in depth with medium textured wood mulch within and overlapping the saucer of soil. Mulch shall be held back 3-4" from shrub stems.

Shrub masses and hedges shall be mulched 6 inches in depth with medium textured wood mulch continuously through the area. Mulch shall be held back 3-4" from shrub stems.

Existing trees shall be mulched as follows:

An area 4' surrounding trunks of existing trees shall be cleared of any other vegetation. Herbaceous plants shall be pulled. Woody vegetation will be cut at ground level and treated with herbicide to inhibit regrowth.

The 4 foot area shall be treated with pre-emergent herbicide according to product recommendations.

The prepared area shall be covered with a 6 inch depth of medium textured wood mulch. Mulch shall be held back 3-4" from tree trunks.

#### Pruning

Pruning and limbing-up shall be done when plants are dormant, except for mechanical damage that will be repaired immediately, using good nursery practices.

Plants shall be pruned to remove any damaged branches, irregular branching, crossed limbs, etc. and result in a symmetric shape typical of the species. Trimmings shall be disposed of off-site.

Shade trees shall be limbed-up to a height of 7-8 feet above the ground.

#### Plant Support

Tree staking is not required at the time of planting.

If trees begin leaning for any reason, Contractor shall right and immediately stake those trees according to project drawings and specifications.

#### Watering

After the initial installation and associated watering, Contractor shall water plants an additional three (3) times, once every 14 days, unless adjusted by Owner's Representative due to weather conditions.

#### Flower and Ground Cover Beds

##### Bed Preparation

Beds shall be tilled to a depth of 8 inches forming particles no greater than 1 inch.

Beds shall be covered with a 2 inch depth of peat moss and a 2 inch depth of manure, and tilled again to a depth of 8 inches to thoroughly mix the materials.

Areas for mulch shall be treated with pre-emergent herbicide according to product recommendations prior to placement of mulch.

Beds shall be covered with mulch 4 inches of fine textured wood mulch.

##### Planting

Plants shall be set on prepared soil at the elevation at which they were grown and firmly tamped-in.

Mulch shall be re-distributed uniformly over the area.

##### Watering

Beds shall be thoroughly watered-in within 4 hours of installation.

Watering and other maintenance shall continue until project acceptance.

#### (e) Maintenance

Contractor shall carefully monitor the condition of Plant Material for a period of 45 days or until plants are well established, whichever is longer. During this maintenance period, Contractor shall provide:

##### Watering

Amount and frequency of subsequent watering shall be scheduled to optimize the establishment and maintenance of plant material.

Plants generally shall be watered to achieve a rate of 10 gallons for each tree every 4 days, and 5 gallons for every shrub every 4 days, and 5 gallons per square yard of flower beds every 2 days.

Rainfall may relieve the contractor of watering at certain times. Contractor shall monitor conditions and resume watering when needed.

Watering shall be done with sprinklers or in a manner to achieve infiltration of water and avoid run-off.

##### Weeding

Contractor shall weed plant material and mulched areas to keep the area weed-free.

Generally, weeding shall be done by hand pulling. Any use of herbicides must be approved by the Landscape Architect in advance and applicator must be licensed for commercial use of herbicides.

##### Insects, Disease, Fungus

Should problems with the plant material develop such as insect infestation, disease or fungus, Contractor shall immediately notify the Owner's Representative and discuss remedies available.

Contractor shall proceed expeditiously with selected treatment of affected areas, and continue treatment until the problem is resolved.

Contractor shall have state licensed applicators for treatment products as needed.

**Staking**

Tree staking shall not be required, unless trees begin leaning for any reason. Leaning trees shall be immediately reset if possible and staked using a three-point staking system acceptable to landscape architect.

**Fill of Settlement Areas**

Any fill areas that settle shall be restored to finish grade by filling with top soil and replacing surface improvements.

Supplemental watering: After all maintenance watering is complete, supplemental watering may be requested by the Owner. Supplemental watering shall be at a rate of 10 gallons for each tree, 5 gallons for every shrub, and 5 gallons per square yard of flower beds. Contractor shall provide supplemental watering within 24 hours of the request.

Measurement: This work will be measured by the NUMBER OF UNITS INSTALLED.

**Payment:**

- (a) Plant Material will be paid for at the contract UNIT PRICE OF EACH SPECIES which price shall include equipment, materials and labor for a complete installation.
- (b) Top soil planting pits will be paid for at the contract unit price per CUBIC YARD OF TOPSOIL FURNISH AND PLACE, VARIABLE DEPTH which price shall include equipment, materials and labor for a complete installation.
- (c) Excavation of unsuitable soil will not be measured for payment, but will be included in the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE VARIABLE DEPTH.



Route \_\_\_\_\_  
Section 05-00525-00-SW  
County Macon

Marked West Main Street, Fairview Avenue (IL 48)  
Project No. P-97-049-06

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

*[Handwritten Signature]*  
Signature

2-26-08

Date

City Engineer  
Title

**1. Site Description**

a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

The intent of this project is to mill and resurface West Main Street and Fairview Avenue within the limits of the project. The work includes removal of driveways, sidewalks, curb and gutter, storm sewer and trees. New work includes pavement widening, resurfacing, storm sewer, sidewalks, curb and gutter, multi-use trail, and landscaping.

b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary)

- EXCAVATION FOR PAVEMENT WIDENING AND CURB & GUTTER
- TRENCHING FOR STORM SEWER REMOVAL AND PLACEMENT
- FINAL GRADING

c. The total area of the construction site is estimated to be 4.6 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 1.2 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan. NA
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water. NA
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan. NA

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

SOD SHALL BE PLACED WHEN FINAL GRADING IS COMPLETED. IF DATES ARE NOT APPROPRIATE FOR PERMANENT SODDING, THEN TEMPORARY EROSION CONTROL SEEDING WILL BE DONE AT THE DIRECTION OF THE ENGINEER.

(ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

NONE RECOMMENDED

**b. Storm Water Management**

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls (use additional pages, as necessary):

NONE REQUIRED

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

**d. Approved State or Local Plans**

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

NO ADDITIONAL REQUIREMENTS

### 3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

- ALL TEMPORARY SEEDED AND PERMANENTLY SODDED AREAS SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES. DAMAGE TO THESE AREAS SHALL BE IMMEDIATELY REPAIRED AND RESEDED OR SODDED ACCORDING TO THE SPECIFICATIONS.
- AT THE DIRECTION OF THE ENGINEER OR AS A RESULT OF INSPECTION, SEDIMENT REMOVAL MAY BE REQUIRED. THE RESULTING WASTE MATERIAL SHALL BE DISPOSED OF AS DIRECTED BY THE ENGINEER.

### 4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**5. Non-Storm Water Discharges**

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

THERE WILL BE NO NON-STORM WATER DISCHARGES.



**Illinois Department  
of Transportation**

**Contractor Certification Statement**

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

**Project Information:**

Route _____	Marked <u>West Main Street, Fairview Avenue (IL 48)</u>
Section <u>05-00525-00-SW</u>	Project No. <u>P-97-049-06</u>
County <u>Macon</u>	

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

**SPECIAL PROVISIONS FOR  
PROTECTION OF RAILWAY INTERESTS  
CITY OF DECATUR, ILLINOIS  
BEAUTIFICATION PROJECT**

**OAKLAND AVENUE – RAILWAY MILEPOST D-377.13 – FILE: 117-23193  
WEST MAIN STREET – RAILWAY MILEPOST D-377.18 – FILE: 117-23194  
EXHIBIT B**

**1. AUTHORITY OF RAILROAD ENGINEER AND  
CITY ENGINEER:**

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of Railroad Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the City, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

**2. NOTICE OF STARTING WORK:**

**A.** The contractor shall not commence any work on railroad rights-of-way until the contractor has complied with the following conditions:

- a.** Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the contractor proposes to begin work on Railroad rights-of-way. Notice to be given to:

Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree St., N.E.  
Atlanta, Georgia 30309

- b.** Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which the contractor must comply.
- c.** Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.

d. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct the work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct construction operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Engineer, determine such provisions are insufficient, either may require or provide such provisions as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the City.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.
2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the Engineer has received copies of notice to The Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with all of the Railroad's written specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of beam at least 14'-0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional

Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values that accurately reflect the actual field conditions. The procedure for doing such work, including the need of and plans and calculations for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.

9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
  - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
  - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
2. The Railroad representative will:
  - (a) Advise the Contractor of the amount of track time available for the blasting operation and clean up.
  - (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions that may result from construction operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. When Required:

Under the terms of the agreement between the City and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
- 2.. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the City a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the City, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor, through the Engineer, will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor, through the Engineer, will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad

representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

- 4.. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the City or Railroad.

C. Payment:

1. The City will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. (Note: Railroad will furnish railroad flagman as required at no cost to the City.)
2. The estimated cost of flagging is \$450 per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$50 per diem charge for travel expenses, meals and lodging. The charge to the City by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the City. Charges to the City by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid

Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad flagman assigned to the project will notify or make an attempt to notify the Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Engineer will document such notification in the project records. The Engineer will also sign the flagman's diary showing daily time spent and activity at the project site, when requested.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad, unless the plans clearly show that the City has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by the contractor's own forces or by Railroad personnel.
- B. No crossing, including those arranged for by the City, may be established for use of the Contractor for transporting materials or equipment across the track or tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal has been obtained, and until a private crossing agreement has been executed between the Contractor and Railroad.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the City and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the City and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead tie required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the City or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.

- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad specified in item A.2 below as an additional insured, and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:

The insurer must be rated A- or better by A.M. Best Company, Inc.

The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

CG 00 35 01 96 and CG 28 31 10 93; or CG 00 35 07 98 and CG 28 31 07 98; or CG 00 35 10 01; or CG 00 35 12 04.

The named insured shall read:

[Name of railroad that owns the track]; and  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: D. W. Fries, Director Risk Management

The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate City project and contract identification numbers.

The job location must appear on the Declarations and must include the city, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the City must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Other endorsements/forms that will be accepted are:

Broad Form Nuclear Exclusion – Form IL 00 21

30-day Advance Notice of Non-renewal or cancellation

Required State Cancellation Endorsement

Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:

Any Pollution Exclusion Endorsement except CG 28 31

Any Punitive or Exemplary Damages Exclusion

Known injury or Damage Exclusion form CG 00 59

Any Common Policy Conditions form

Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the City at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the City at the addresses below, and forwarded to the City for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the City.

- D. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

CITY:

Mr. Matt Newell  
City Engineer  
City of Decatur  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

RAILROAD:

Mr. D. W. Fries, ARM  
Risk Manager  
Norfolk Southern Corporation  
Three Commercial Place  
Norfolk, VA 23510-2191

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Office of Chief Engineer  
Bridges & Structures  
1200 Peachtree Street, N.E.  
Norfolk Southern Corporation  
Atlanta, GA 30309

Date: February 5, 2007  
Railroad File: 117-23194 & 117-23194  
Railroad Milepost: D-377.13 & D-377.18

NORFOLK SOUTHERN RAILWAY  
 SPECIFICATION FOR FIELD PAINTING OF BRIDGES D-377.13 & D-377.18  
 IN CONJUNCTION WITH CITY OF DECATUR BEAUTIFICATION PROJECT  
 DECATUR, MACON COUNTY, ILLINOIS  
EXHIBIT C

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# 1 GENERAL

## 1.1 Plans and Specifications

- 1.1.1 All work shall be performed in accordance with this Specification and any accompanying plan drawings and special instructions.
- 1.1.2 All work shall be performed in accordance with the guidelines and specifications of the Society for Protective Coatings (SSPC) and the American Railway Engineering and Maintenance of Way Association (AREMA), in addition to the requirements contained herein.

## 1.2 Permits and Agreements

- 1.2.1 The Contractor employed by City of Decatur shall be responsible for obtaining all permits and agreements necessary to perform the work specified herein. The Contractor shall determine what is required of him by such permits and agreements.

## 1.3 Cleaning and Painting System Option

- 1.3.1 The City of Decatur may elect to paint the steel surfaces with only minimal surface preparation, as an alternative to commercial blast cleaning. With this option, the City, or City's contractor, shall furnish the following three-coat ICI Devco® High Performance Coatings system:
  - a. Pre-Prime™ 167 Penetrating Sealer prime coat applied at 1.5 mils DFT and having amber clear color with medium sheen finish.
  - b. Bar-Rust™ 235 Multi-Purpose Epoxy intermediate coat applied at 4.0-8.0 mils DFT and having off white color with semi-gloss finish.
  - c. Devthane® 379UVA Aliphatic Urethane Gloss Enamel top coat applied at 2.0-3.0 mils DFT and having gray color with gloss finish.
- 1.3.2 So as to help achieve a more enduring appearance enhancement, the City of Decatur may elect to blast clean the steel surfaces prior to painting. With this option, the City or City's contractor shall furnish the following three-coat ICI Devco system:
  - a. Catha-Coat® 303H Zinc Rich Epoxy Primer prime coat applied at 2.0 to 4.0 mils DFT and having green color with flat finish.
  - b. Devran® 201 Universal Epoxy Primer intermediate coat applied at 2.0 to 3.0 mils DFT and having light gray color with flat finish.
  - c. Devflex™ 659 Gloss DTM Waterborne Acrylic Enamel top coat applied at 2.0 to 4.0 mils DFT and having gray color with gloss finish.
- 1.3.3 With either paint option, the finish coat is to be gray in color, closely matching Identification No. 26306 per Federal Standard 595B.

1.3.4 At its discretion the Railway may furnish an equivalent paint system from a manufacturer other than ICI Devoc.

#### 1.4 Coordination of Work

1.4.1 The Contractor shall coordinate his work through the office of Norfolk Southern's Assistant Division Engineer of Bridges R. D. Patton or his designee, herein referred to the Engineer.

#### 1.5 Contractor's Plant

1.5.1 The Contractor may occupy any unused location within the area controlled by the Railway, subject to the approval of the Engineer. The Contractor shall submit a plan of his plant layout to the Engineer for approval prior to beginning work.

1.5.2 If the Contractor desires to use additional area outside that controlled by the Railway, he shall arrange for such use at his own expense.

#### 1.6 Materials

1.6.1 Contractor shall furnish all materials required to perform the work specified herein.

## 2 SURFACE PREPARATION AND CLEANING

### 2.1 Blast Cleaning Option

2.1.1 Surface preparation shall be in accordance with the current revision of SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning." As an alternate method, SSPC-SP 3, "Power Tool Cleaning," may be used. The average surface profile shall be two (2) mils.

2.1.2 Adherent mill scale, herein defined as mill scale that cannot be lifted with a dull putty knife, will be allowed to remain on the steel after blasting. Special attention shall be given to interior corners and crevices and to areas surrounding rivet heads, nuts, and bolts so as to ensure the removal of heavy encrustations of rust.

2.1.3 Blastox®-blended abrasive shall be used to produce the SSPC-SP 6 blast-cleaned surface on any steel surface having a lead-based coating. Blastox® is manufactured by The TDJ Group, Inc., 760-A Industrial Drive, Cary, Illinois 60013.

2.1.4 The Contractor shall conduct a test blast with the Blastox®-blended abrasive and shall submit a representative sample of the waste material to a state-certified laboratory for Toxicity Characteristic Leachate Procedure (TCLP) metals testing. A separate TCLP test shall be performed for every fifty (50) tons of waste material generated. Copies of all test results shall be submitted to the Engineer in a timely manner.

- 2.1.5 Prior to beginning work, the Contractor shall submit a plan outlining (a) the cleanup of spills resulting from failure of the waste material containment system, (b) the means of identifying failure of the containment system or other such incident, and (c) the method of collecting and storing waste material.
- 2.1.6 Spent abrasive and paint waste must not be allowed to contact the soil. The Contractor shall collect and store the waste material in approved waste containers.
- 2.1.7 All waste material shall be disposed of at a licensed sanitary landfill unless the waste is determined to be hazardous. All hazardous waste shall be disposed of at an approved hazardous waste facility.
- 2.1.8 The Contractor must submit to the Engineer a written statement that he employs or subcontracts an individual or company knowledgeable in all state and federal laws pertaining to waste management. The statement shall include the name, address, and telephone number(s) of the knowledgeable party.

## 2.2 Minimal Cleaning Option

- 2.2.1 All surfaces must be sound, clean, dry, and free of oil, grease, mildew, form release agents, laitance, and foreign matter.

## 3 PAINTING

### 3.1 Paint Application

- 3.1.1 Paint shall be applied in accordance with SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel," and the Dry Film Thickness (DFT) shall be measured in accordance with SSPC-PA 2, "Measurement of Dry Coating Thickness With Magnetic Gages."
- 3.1.2 One (1) full prime coat shall be applied promptly after cleaning, and all blast-cleaned surfaces shall be coated before completion of the workday or before visible oxidation occurs.
- 3.1.3 Prior to the spray application, an initial prime coat shall be applied to all rivets and bolts with a round or oval brush.
- 3.1.4 Not more than twenty-four (24) hours shall elapse between the applications of the prime coat and the intermediate coat.

## 4 MATERIALS

### 4.1 Packaging and Shipping

- 4.1.1 Paint shall be received at the point of use in original containers and shall be carefully stored. Paint shall be freshly mixed and shall be ordered only a sufficient length of time in advance of its use to ensure an adequate supply on hand at all times during the work.

4.1.2 Paint shipped to the job site shall arrive in sealed containers clearly marked with the type of paint and specifications controlling its manufacture.

4.1.3 No modification of the paint shall be made except upon and in accord with express written stipulation by an authorized representative of the paint manufacturer and with specific approval of the Engineer.

#### 4.2 Storage

4.2.1 Paint in storage at the shop or in the field shall have the position of the containers reversed at least once a week to prevent settlement and separation of the pigment from the vehicle. Suitable devices shall be maintained at the point of storage and used for agitation and thorough mixing of the paint prior to its use. Paint shall be stored out of the weather and above a temperature of thirty-two (32) degrees Fahrenheit.

#### 4.3 Sample Panel

4.3.1 If directed by the Engineer, the Contractor shall prepare a sample panel to be used as a basis of comparison of the work. The panel shall be of the size designated by the Engineer and shall be prepared and painted in the same manner as the work to be done.

### 5 WORKMANSHIP

#### 5.1 Weather Conditions

5.1.1 Paint shall not be applied when the temperature of the air is less than forty (40) degrees Fahrenheit, when the surface of the metal is not dry, when the surface temperature is less than five (5) degrees above the dew point, when the relative humidity is greater than eighty-five (85) percent, or when, in the opinion of the Engineer, conditions are otherwise unsatisfactory for such work. Paint shall not be applied upon damp or frosted surfaces. Material painted under cover in damp or cold weather shall remain under cover until dry, or until weather conditions permit its exposure in the open. Painting shall not be done when the metal is hot enough to cause the paint to blister and produce a porous paint film, or when the surface temperature is greater than one hundred twenty-five (125) degrees Fahrenheit.

#### 5.2 Removal of Unsatisfactory Paint

5.2.1 If the paint wrinkles or shows evidence of having been applied under unfavorable conditions, or if the Engineer otherwise deems the workmanship to be poor, the Engineer may order the paint removed and the area cleaned and repainted at the Contractor's expense.

#### 5.3 Paint Thinning

5.3.1 Thinner shall not be used if the paint can be applied in a neat, workmanlike manner without thinning. If the paint is too thick to spray, only the manufacturer's specified thinner may added to the paint in accordance with the manufacturer's recommendations, and subject to the approval of the Engineer.

- 5.3.2 Thinning of the paint shall not relieve the Contractor from achieving the specified Dry Film Thickness.

## 6 ENVIRONMENTAL AND SAFETY

### 6.1 Air Quality Requirements

- 6.1.1 Abrasive blasting operations shall be conducted in full compliance with all current federal primary and secondary air quality standards (40 CFR 50) as well as all state and local air quality requirements.
- 6.1.2 The Contractor shall pursue an "air permit" for the work from the state and local air regulatory authorities. In the event such agency does not require permitting for the work, the Contractor shall obtain this determination from the agency in writing. If the regulatory agency will not furnish written determination, or in the absence of state and local regulatory authorities, the Contractor shall furnish the Engineer a written discussion of his efforts to obtain an "air permit."
- 6.1.3 The Contractor shall ensure one hundred (100) percent containment of particulates during abrasive blasting activities.

### 6.2 Worker Health and Safety

- 6.2.1 Prior to beginning work, the Contractor must certify that he adopts the Worker Health and Safety Plan included in Section 8 of this Specification. As an alternative, the Contractor may execute his own Worker Health and Safety Plan that adheres to the requirements of 29 CFR 1926.62, "Lead Exposure in Construction," provided that the Contractor's plan receives prior review and approval by the Railway. Proposed Worker Health and Safety Plans should be directed to the Office of Chief Engineer - Bridges and Structures, 99 Spring Street, S.W., Box 142, Atlanta, Georgia 30303.
- 6.2.2 The Contractor shall review and discuss the Worker Health and Safety Plan with the Engineer prior to beginning work.
- 6.2.3 The Contractor shall fully comply with the requirements of 49 CFR 214, "Railroad Workplace Safety."

### 6.3 Waste Storage and Disposal

- 6.3.1 The Contractor shall furnish a sufficient quantity of waste storage drums at no additional cost to the Railway. All drums shall be new or reconditioned, and shall be approved for hazardous waste containment.
- 6.3.2 All waste is to be analyzed, characterized, and disposed of by the Railway unless specified otherwise. If the Contractor is awarded the task of waste analysis and disposal, the Contractor shall prepare a waste analysis and disposal plan describing the type of analysis to be performed, the laboratory to perform the analysis, the permanent waste disposal facility and waste transport service to be utilized, and measures to secure the waste material prior to its transport from the

work site. Such a plan shall be submitted to the Office of Chief Engineer – Bridges and Structures for review and approval prior to beginning work.

#### 6.4 Environmental Protection Statement

- 6.4.1 All waste collection, containment, transport, and disposal activities shall fully comply with applicable federal, state, and local regulations pertaining to air pollution, water pollution, and solid and hazardous waste.

### 7 WORKER HEALTH AND SAFETY PLAN

#### 7.1 Scope and Definitions

- 7.1.1 This section of the Specification shall govern all construction activities on structures with lead-based coatings, pursuant to 29 CFR 1926, "Lead Exposure in Construction."

#### 7.1.2 Definitions

OSHA – The federal Occupational Safety and Health Administration.

NIOSH – The National Institute for Occupational Health and Safety.

EPA – The federal Environmental Protection Agency.

Lead – This term refers to metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.

Lead-based – Any material, coating or paint that contains lead as defined herein.

Action Level – The employee exposure level set by OSHA that triggers the provisions of the standard for Lead Exposure in Construction. The action level is thirty (30)  $\mu\text{g}/\text{m}^3$  (micrograms per cubic meter of air) calculated as an eight (8) hour time-weighted average.

Permissible Exposure Limit (PEL) – The maximum employee exposure level, set at fifty (50)  $\mu\text{g}/\text{m}^3$  calculated as an eight (8) hour time-weighted average.

Competent Person – An onsite worker who is capable of identifying existing and potential lead hazards in the work surroundings and who has the authorization to take prompt corrective measures to eliminate such hazards. A Competent Person must supervise the Contractor's operations in order for the work to meet the requirements of 29 CFR 1926.

Exposure Assessment – The process for determining the potential and actual lead exposure of each construction activity that may create an airborne lead hazard.

PPE – Personal protective equipment.

Respirator – A device worn by a worker that mechanically filters the air for breathing. All respirators must be NIOSH-approved and meet OSHA specifications.

HEPA Filter – A high-efficiency particulate air filter that is capable of trapping and retaining 99.97 percent of 0.3-micrometer diameter mono-dispersed particles.

APR – Air purifying respirator.

PAPR – Powered air purifying respirator.

Waste Stream – A unique grouping of waste materials that have common physical or chemical properties.

Rolloff Container – A portable waste container having a typical volumetric capacity of twenty (20), thirty (30), or forty (40) cubic yards.

## 7.2 Laws and Regulations

- 7.2.1 The Contractor is directed to read all provisions of this Contract, particularly those paragraphs relating to environmental protection and worker health and safety.
- 7.2.2 The Contractor shall conduct his work activities in full compliance with all applicable federal, state, and local regulations. Special attention should be given to 29 CFR 1926 and 40 CFR 53, 122, 129, 262, and 403.
- 7.2.3 The Contractor and his designated Competent Person shall be thoroughly familiar with 29 CFR 1926 and the control of airborne lead.

## 7.3 Documentation and Record Keeping

- 7.3.1 The Contractor shall maintain the compliance plan and all supporting documentation required by 29 CFR 1926.
- 7.3.1 The written compliance plan shall not be complete unless supplemental site-specific information is provided and attached to this Specification. The Contractor shall use the forms attached to this Specification as a guide and shall provide all pertinent documentation required.
- 7.3.2 The Competent Person assigned to the work site shall maintain the documentation required at the job site.
- 7.3.4 The Contractor shall make the written compliance plan available for review at the work site to all his employees and subcontractors, Railway representatives, and authorized representatives of regulatory agencies.
- 7.3.5 The Contractor shall keep a daily log of all his employees and subcontractors, recording their social security numbers and the lead disturbing activities they performed. A listing of other employees or other persons who were not involved in lead disturbing activities shall also be recorded.

7.4 General

7.4.1 A written compliance plan is required if lead-containing materials are present at the work site.

7.4.2 If lead is present at the work site, the Contractor must certify each of the following statements by signing in the space provided:

a. All employees potentially exposed to lead have been given information and training concerning lead exposure in construction, which includes but is not limited to the applicable work procedures, the provisions of 29 CFR 1926, the hazards of lead exposure, protective measures that can be taken, and the contents of the written compliance plan.

(Contractor) \_\_\_\_\_ (Date) \_\_\_\_\_

b. All employees using respiratory protection have been medically evaluated, trained, and properly fitted for the respirators being worn.

(Contractor) \_\_\_\_\_ (Date) \_\_\_\_\_

c. The Contractor will maintain all the documentation required in connection with the OSHA regulations for lead exposure.

(Contractor) \_\_\_\_\_ (Date) \_\_\_\_\_

7.5 Description of Lead-disturbing Activities

7.5.1 The Contractor shall identify all lead-disturbing activities expected in connection with the project.

7.6 Initial Exposure Assessment

7.6.1 The Contractor must determine if the potential exists for any employees to be exposed to lead above the OSHA action level during any part of the work. Employee exposure is the exposure that would occur if the employees were not using a properly fitting respirator.

7.6.2 Initial determination of lead exposure may be based on task-related triggers referenced in 29 CFR 1926, initial air monitoring, or objective data.

7.6.3 Objective data used from air monitoring collected during the previous twelve (12) months must be submitted and included as part of this plan. To be considered as valid documentation, each source of the data must include the following information and the results judged to be similar to those expected to be developed under the working conditions on this project:

a. Specific description and location of the lead disturbing activity;

b. Environmental conditions at the time of monitoring;

- c. Lead content of the coating;
- d. Total time employee was monitored;
- e. Air volume being drawn through the sampling pump;
- f. Calibration results from before and after monitoring for the sampling pump air volumes;
- g. The average lead exposure for the time monitored;
- h. Eight (8) hour time weighted average lead exposure level;
- i. Copy of the laboratory analysis sheet; and
- j. Statement comparing the working conditions.

7.6.4 The provisions of 29 CFR 1926 specify the need for appropriate PPE respiratory protection, decontamination and changing areas, washing facilities, and training while making an exposure assessment. These specifications must be adhered to until exposure results prove that some lesser degree of protection may be used.

7.6.5 Air monitoring shall be conducted in accordance with NIOSH Analytical and Sampling Method 7082.

7.6.6 Until initial exposure assessment results are confirmed, respirator selection shall be based on job task and made from the following table:

<b>TABLE 1</b>	
<b>ACTIVITY VS RESPIRATORY PROTECTION REQUIREMENTS DURING INITIAL EXPOSURE ASSESSMENT</b>	
<b>LEAD DISTURBING ACTIVITY</b>	<b>REQUIRED RESPIRATORY PROTECTION</b>
1. Manual demolition of structures. 2. Manual scraping. 3. Manual sanding. 4. Heat gun applications. 5. Power tool cleaning with dust collection system. 6. Spray painting with lead paint.	a. ½ mask APR with HEPA filters; or b. ½ mask SAR operated in the demand (negative pressure) mode.
1. Using lead containing mortar. 2. Lead burning. 3. Rivet busting. 4. Power tool cleaning without dust collection system. 5. Cleanup of dry abrasive materials. 6. Abrasive blasting enclosure movement and removal.	a. Loose fitting hood or helmet PAPR with HEPA filters; or b. Hood or helmet SAR operated in continuous flow mode (CE abrasive blasting hood operated in continuous flow mode).
1. Abrasive blasting. 2. Welding. 3. Cutting. 4. Torch burning.	a. ½ mask SAR operated in the pressure demand of other positive-pressure mode; or b. Full facepiece supplied air respirator operated in pressure demand or other positive-pressure mode (type CE abrasive blasting hood operated in a positive-pressure mode).

## 7.7 Frequency of Air Monitoring

7.7.1 Exposure above the PEL: If the initial air monitoring found employees exposed to airborne lead above the PEL, additional exposure monitoring must be repeated at least every three (3) months until two (2) consecutive samples taken at least seven (7) days apart are found below the PEL.

7.7.2 Exposure below the PEL but above the Action Level: If the initial air monitoring found employees exposed to airborne lead below the PEL but above the Action Level, monitoring shall be repeated at least every six (6) months. If air-monitoring results taken at least seven (7) days apart reveal that the airborne lead levels are below the Action Level, air monitoring may cease.

### 7.7.3 Changes in Work Practices

- a. The Contractor shall conduct additional air monitoring if there are any changes in the work processes, personnel, equipment, or the administrative and engineering controls.
- b. The written compliance plan shall be revised and additional air monitoring initiated for all new or modified work practices.

## 7.8 Notification of Air Monitoring Results

7.8.1 Employees shall be notified of air monitoring results in accordance with 29 CFR 1926.

7.8.2 The Contractor shall promptly notify the Railway of the air monitoring results.

7.8.3 Complete air monitoring results shall be forwarded to the Railway's Manager Industrial Hygiene, 125 Spring Street, S.W., Box 136, Atlanta, Georgia 30303.

## 7.9 Administrative and Engineering Controls

7.9.1 The Contractor shall describe the administrative and engineering controls to be used in connection with each lead disturbing activity to minimize airborne lead exposure.

## 7.10 Respiratory Protection

7.10.1 All respiratory protection equipment shall meet NIOSH specifications.

7.10.2 Respiratory protection shall be worn when airborne lead exposure exceeds the OSHA PEL.

7.10.3 Selection of respiratory protection shall be guided by the following criteria:

<b>TABLE 2</b> <b>RESPIRATORY PROTECTION SELECTION GUIDE FOR</b> <b>AIRBORNE LEAD EXPOSURE</b>		
<b>PEL LEVEL</b>	<b>EXPOSURE LEVEL</b>	<b>RESPIRATOR TYPE</b>
Less than 10 X PEL	Less than 500 $\mu\text{g}/\text{m}^3$	½ mask APR with HEPA filters, or ½ mask SAR operated in demand (negative pressure) mode.
Less than 25 X PEL	Less than 1,250 $\mu\text{g}/\text{m}^3$	Loose fitting hood or helmet PAPR with HEPA filters, or Hood or helmet SAR operated in continuous-flow mode (CE abrasive blasting hood operated in continuous-flow mode).
Less than 50 X PEL	Less than 2,500 $\mu\text{g}/\text{m}^3$	Full facepiece APR with HEPA filters, or Tight fitting PAPR with HEPA filters, or Full facepiece SAR operated in demand mode, or ½ mask or full facepiece SAR operated in a continuous-flow mode, or Full facepiece self-contained breathing apparatus (SCBA) operated in demand mode.
Less than 1,000 X PEL	Less than 50,000 $\mu\text{g}/\text{m}^3$	½ mask SAR operated in the pressure demand or other positive-pressure mode.
Less than 2,000 X PEL	Less than 100,000 $\mu\text{g}/\text{m}^3$	Full facepiece supplied air respirator operated in pressure demand or other positive-pressure mode (type CE abrasive blasting hood operated in a positive-pressure mode).

## 7.11 Personal Protective Equipment

- 7.11.1 Coveralls or similar full body work clothing that does not allow dust penetration through the clothing must be provided by the Contractor and worn by all employees that may be exposed to airborne lead above the PEL.
- 7.11.2 Other PPE, such as eye, face, and ear protection, must be provided as needed for the work procedures.
- 7.11.3 Protective clothing must be provided daily to those employees whose daily airborne lead exposures are greater than 200  $\mu\text{g}/\text{m}^3$ . Protective clothing can be used up to a week for exposure at or below 200  $\mu\text{g}/\text{m}^3$  providing the integrity of the clothing is intact. Disposable clothing may be repaired as long as the repaired clothing is impenetrable to dust.

## 7.12 Hygiene Facilities and Housekeeping

- 7.12.1 If feasible, shower facilities must be provided and used by all employees exposed above the PEL. If they are not provided, the Contractor will provide a written statement explaining why shower facilities are not feasible.
- 7.12.2 The Contractor must provide adequate hand and face washing facilities and must ensure that employees use them when temporarily leaving the lead contaminated area or at the end of shifts where shower facilities are not provided. Whenever a worker leaves the lead contaminated area to proceed to a non-contaminated area, that person must remove any contaminated clothing and thoroughly wash all exposed skin that may be contaminated with lead dust or fume.
- 7.12.3 The Contractor shall provide a respirator cleaning area and all the necessary supplies where respirators can be cleaned and decontaminated.
- 7.12.4 All cleaning and decontamination areas must be delineated by a visible barrier in order to limit access and keep lead contamination from being spread to non-contaminated areas.
- 7.12.5 Food, beverages, tobacco products, and cosmetics are prohibited in the lead contaminated area and the decontamination area. The Contractor will establish an eating area away from lead contaminated areas.
- 7.12.6 The Contractor will ensure that no one leaves the work site with any contaminated protective work clothing or equipment.

## 7.13 Medical Surveillance and Removal

- 7.13.1 The Contractor shall be governed by 29 CFR 1926, Subpart 62, Paragraphs (j) and (k), concerning medical surveillance and medical removal protection.
- 7.13.2 The Contractor must make medical examinations available to all employees who have the potential to be exposed to lead.
- 7.13.3 The Contractor must provide further medical surveillance depending on the employees' exposure levels as determined by air monitoring and blood testing.
- 7.13.4 If blood lead levels are found to be at or above the maximum levels stated in the OSHA regulations, the Contractor is required to provide special protective measures or remove any employee from the work where the employee is exposed to lead.
- 7.13.5 These medical provisions are necessary to ensure that all employees who are potentially exposed to lead hazards are medically and physically capable of performing the specified work.

## 7.14 Preparing the Work Site

- 7.14.1 Warning signs shall be posted at the work site where employee exposure may exceed the Action Level. The signs should contain the following information:

**WARNING  
LEAD WORK AREA  
POISON  
NO SMOKING OR EATING**

- 7.14.2 The Contractor shall erect visible barriers around the areas where the lead disturbing activity will occur as well as the areas to be used for decontamination and cleaning.
- 7.14.3 The work area and the decontamination area should be adjacent to each other or connected by delineating a corridor between them with a visible barrier.
- 7.14.4 In primitive areas where permanent facilities and shower facilities are not in use, a tarp shall be placed on the ground in the decontamination area to facilitate containment of lead dust and debris off of workmen and equipment.
- 7.14.5 Separate areas for changing clothing, cleaning respiratory equipment, and washing shall be established adjacent to the decontamination area.

7.15 Entering the Work Site

- 7.15.1 All workers who will be exposed to airborne lead during a lead disturbing activity must enter and exit the work area directly through the decontamination area.
- 7.15.2 Workers shall don protective coveralls upon entering the decontamination area. They shall then put on gloves and boot covers, and shall tape the coveralls over the gloves and boot covers using duct tape.
- 7.15.3 After workers have donned and taped their coveralls, gloves, and boot covers, they shall put on their respirators and perform a negative and positive pressure fit test. The fit of each respirator shall be adjusted as necessary.
- 7.15.4 All other PPE necessary for the work procedures shall then be donned, checked, and adjusted before workers pass into the work area.

7.16 Exiting the Work Site

- 7.16.1 All persons exposed to lead disturbing activity must proceed directly to the decontamination area before leaving the work site.
- 7.16.2 Inside the decontamination area workers will remove gross contamination and debris from the protective clothing by lightly brushing off the debris and vacuuming using equipment with HEPA filters. Contaminated clothing must not be cleaned using compressed air, by shaking, or by other methods that would disperse lead contaminated dust into the air.
- 7.16.3 Once all gross contamination is removed, workers may remove head coverings, gloves, boot covers, and coveralls. Coveralls should be removed by rolling them downward from the shoulders so that any outside contamination is rolled up

inside the coveralls. This procedure shall be completed while wearing the respiratory protection. Rolled-up coveralls shall be either stored in plastic bags for reuse or disposed of in a proper waste receptacle.

7.16.4 Lastly, respiratory equipment shall be carefully removed and then thoroughly cleaned, inspected, and properly stored for reuse. Disposable respirators or any replaced parts from non-disposable respirators shall be disposed of properly.

7.16.5 Workers will then proceed to the shower room where showers are provided. All workers who are unable to shower at the work site shall thoroughly wash their hands, face, and any other exposed skin areas before leaving the work site. All waste from washing shall be disposed of properly. Workers who are unable to shower at the work site shall be advised to do so immediately upon arriving at their place of residence.

7.16.6 If necessary in an emergency situation, workers may exit the contaminated area without proper decontamination.

#### 7.17 Work Site Cleanup

7.17.1 The entire work site including the decontamination area shall be cleaned up at the end of each workday.

7.17.2 Lead contaminated equipment shall be brought to the decontamination area, vacuumed using equipment with HEPA filters, and wiped clean.

7.17.3 Tarps used for containment of lead dust and debris must be carefully swept and vacuumed using equipment with HEPA filters.

7.17.4 Workers shall be fully protected during cleanup. All waste generated shall be disposed of properly.

#### 7.18 Environmental Protection

##### 7.18.1 General

- a. The Contractor shall perform all necessary packaging and managing of the industrial wastes generated during the project.
- b. The Contractor shall be responsible for the disposal of general trash and garbage generated during the project. All such material must be taken to a permitted sanitary landfill.

##### 7.18.2 Collection and Containerization of Waste Materials

- a. The Contractor is to collect, identify, and separate by type all waste material into one of the following waste streams. Any generated waste type that is not described below shall be brought to the attention of the Engineer for specific handling instructions.
  - i. Spent Abrasive (mineral) – This waste stream shall consist of mineral fines and paint chips.

- ii. Spent Abrasive (steel) – This waste stream shall consist of steel fines and paint chips. Fines may become fused and form a monolith due to moisture. This stream shall include only waste resulting from the removal debris and fines from recyclable grit.
  - iii. Paint Related Materials – This waste stream shall consist of organic liquids having various colors and solvent odors, and solid contents between ten (10) and fifty (50) percent. This stream may include spent solvents.
  - iv. Safety Apparel – This waste stream shall consist of safety equipment such as spent coveralls, gloves, boot covers, respirator cartridges, and so forth. Such equipment may be expected to contain a limited quantity of paint chips and dust.
  - v. Wash Waters – This waste stream shall consist of water and residue produced during the decontamination of equipment and personnel.
  - vi. Caustic Stripper – This waste stream shall consist of liquid waste containing paint sludge. The color of this waste stream will vary with the paint being removed.
- b. Each waste stream except Wash Waters may contain up to twenty (20) percent spent safety apparel; otherwise, the mixing of waste streams is prohibited. The Contractor shall be responsible for all costs incurred due to the mixing of wastes.
  - c. The Railway may provide covered rolloff containers for the disposal of bulk volumes of waste stream identified as Spent Abrasive. The Contractor shall provide DOT-approved containers for all other waste types as necessary.
  - e. For each generated waste stream, the Contractor must completely fill a single waste container prior to filling another. Thus the Contractor shall not have more than one partially filled container for each waste stream at the end of the work. The Contractor shall ensure that all rolloff containers are properly loaded and that the weight and volume capacities of the containers are not exceeded.

#### 7.18.3 Container Management and Storage

- a. The Contractor shall manage all waste material generated at the work site until such material is properly stored.
- b. The Contractor shall provide for secure temporary storage of the wastes, consulting the Engineer to determine the best location for the storage area. All storage areas shall be located on Railway property and above the 100-year (base) flood elevation. During extreme weather, the Railway shall inspect the storage areas and take precautions as needed to prevent loss of the waste containers. When requested to do so, the Contractor shall assist the Railway in moving the waste containers.

- c. Each waste container shall be assigned a unique code number. The code will include reference to the state location, month and year generated, bridge number (including its prefix or suffix), and the sequential container number.
- d. The Contractor will label each container promptly upon sealing the waste material in the container. The label shall display the container code number, the waste stream name, and the date the container was filled.

#### 7.18.4 Waste Spills

- a. The Contractor is expected to perform all work without the spillage of materials or wastes. The Contractor shall immediately notify the Engineer upon any such spillage.
- b. All material resulting from the cleanup of a spill is to be handled as a unique waste stream. The Contractor shall record the description of the spill, the cause of the spill, and the measures taken to clean up the spill.
- c. The Contractor shall perform or arrange for the cleanup required in connection with a spill at no cost to the Railway.

UNDERPASS PAINTING & SIDEWALK CANOPY AGREEMENT

THIS AGREEMENT, made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "Railway"; and

CITY OF DECATUR, a governmental entity of the State of Illinois, hereinafter styled "City";

WITNESSETH:

WHEREAS, Railway owns two (2) existing underpass bridge structures (hereinafter together called "Bridges") located over City-maintained public roads designated as Oakland Avenue located at Railway Milepost D-377.13 and West Main Street located at Railway Milepost D-377.18, in **DECATUR, Macon County, Illinois**; and

WHEREAS, in connection with City's beautification plans, City requests permission to clean, paint and thereafter to maintain the painting on the steel fascia beams of the Bridges; and

WHEREAS, City also requests permission to install and thereafter maintain sidewalk canopies under the Bridges;

NOW, THEREFORE, for and in consideration of the covenants hereinafter made, Railway does hereby grants permission to City to clean, paint, and thereafter maintain the painting on the steel fascia beams of the Bridges and to install and thereafter maintain sidewalk canopies under the Bridges (hereinafter together called "Canopies") upon the following terms and conditions:

1. City will install and maintain the Canopies, at its expense, at the location shown on prints of Drawings, Pages 1 thru 3 of 3, dated January 4, 2007, attached hereto as Exhibit A and made a part hereof; said Canopies shall be installed in such manner as to not interfere with operations of Railway or endanger persons or property of Railway, and in accordance with (a) plans and specifications (if any) shown on said prints and any other specifications prescribed by Railway, (b) applicable regulations prescribed by statute or by governmental authority.

2. To the extent permitted by the laws of the State of Illinois, City hereby agrees to indemnify and save harmless Railway, its officers, agents and employees, from and against any and all liability, claims, loss, damage, expense (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever, occurring or arising in any manner from the installation, maintenance, operation, presence or removal or failure to properly install, maintain, operate or remove the Canopies, unless such loss, damage or injury shall be caused solely by the negligence of Railway. However, City does not waive any immunities, rights, limitations of liability, exemptions or protections granted to it and its employees by federal law or the laws of Illinois. City will require any contractors engaged to perform the work under this Agreement to agree to indemnify and save harmless Railway and City, their officers, agents and employees, from and against any and all liability, claims, loss, damage, expense (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever, occurring or arising in any manner from the installation, maintenance, operation, presence or removal or failure to properly install, maintain, operate

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or remove the Canopies, unless such loss, damage or injury shall be caused solely by the negligence of Railway.

3. The details of the Canopies, including any systems associated with the application or attachment of the Canopies, are to be at the option of City, subject to the approval of the chief engineering officer of Railway, and in case of failure of City to do the work as herein specified, Railway reserves the right to remove the Canopies from Railway's premises at the expense of City, and to terminate this Agreement upon thirty (30) days' written notice to City.

4. All work performed under this Agreement shall be in accordance with the: (a) "Special Provisions for Protection of Railway Interest" attached hereto as Exhibit B and made a part hereof, and (b) "Norfolk Southern Paint Specifications Worker Health and Safety Plan" attached hereto as Exhibit C and made a part hereof.

5. It is further agreed that, in connection with any future alterations in or additions to the line, grade, tracks or works of Railway, City will bear the entire expense of such changes in the location and character of the Canopies as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate on account of said alterations or additions..

6. If the Canopies endanger the operations of the Railway or endanger the personnel of the Railway or anyone else entitled to be on Railway's property, City, at the request of Railway, and at City's expense, will modify the Canopies to the satisfaction of Railway so as to eliminate such danger.

7. If City fails to take any corrective measures requested by Railway in a timely manner or if an emergency situation is presented which in the Railway's judgment requires immediate repairs to the Canopies, Railway may undertake such corrective measures, as it deems necessary or desirable, at City's expense.

8. Notwithstanding any other provision of this Agreement, it is mutually understood, agreed and covenanted that City accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described, caused by any defects therein or business carried on therein, if such loss, damage or injury is caused by the negligence of City, its officers, agents or employees.

9. Railway shall furnish, at the cost of Railway, labor (flagging) to protect its traffic during the installation, maintenance, repair, renewal or removal of the Canopies.

10. It is further agreed between the parties hereto that City will use the exterior and underside of the Bridges solely for the Canopies, and for no other purpose without the written permission of the chief engineering officer of Railway.

11. City shall give Railway seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Railway. City agrees to pay any costs incurred by Railway for the purpose of inspection considered necessary by Railway during construction, maintenance, operation, modification, replacement and/or removal of the Canopies.

12. City shall not assign this Agreement without the written consent of Railway.

13. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

14. This Agreement may be terminated by either party hereto upon sixty (60) days' written notice to the other party. During said sixty-day period, City shall remove the Canopies from Railway's premises and restore said premises to a condition satisfactory to Railway's chief engineering officer. If City fails to remove the Canopies within the aforesaid sixty day period, Railway shall elect: (a) to become the owner of the Canopies without any claim or consideration whatsoever therefor by or to City, its successors or assigns, or (b) to remove the Canopies and all property of City from the premises of Railway at the expense of City. City agrees to reimburse Railway for any and all costs of such removal. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

15. This Agreement shall take effect as of the 17th day of February, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the 17th day of February, 2008.

Witness:

NORFOLK SOUTHERN RAILWAY COMPANY

By

D K Scott  
As to Railway

M J Wheeler  
General Manager

Witness:

CITY OF DECATUR

By

Allen J Harris  
As to City

Paul O'Brien  
Title: Mayor

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

The City of Decatur

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Millikin University

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

## **CEMENT (BDE)**

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

### **"SECTION 1001. CEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2007

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 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE 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 8 % 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.il.gov](http://www.dot.il.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DOWEL BARS (BDE)**

Effective: April 1, 2007

Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

80178

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

"(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

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

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

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

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

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

80189

96

**EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

“(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) 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 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day.”

80180

**HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)**

Effective: April 1, 2007

Revised: April 1, 2008

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
Note 5.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 5. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS			
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other
	Individual Test	Moving Avg. of 4	
VMA	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	N/A

<sup>2/</sup> Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: <sup>1/</sup>	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) <sup>1/</sup>	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

1/ Based on washed ignition."

80181

**HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)**

Effective: April 1, 2008

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
<p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p>	<p>1 dry gradation per day of production (either morning or afternoon sample).</p> <p>and</p> <p>1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3.</p> <p>Note 4.</p>	<p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p>	<p>Illinois Procedure</p>
<p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p>	<p>1 per half day of production</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 308</p>
<p>Air Voids</p> <p>Bulk Specific Gravity of Gyrotory Sample</p>	<p>Day's production ≥ 1200 tons:</p> <p>1 per half day of production</p> <hr/> <p>Day's production &lt; 1200 tons:</p> <p>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 312</p>

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production $\geq$ 1200 tons:  1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

80201

## HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

**“1030.08 Transportation.** Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department’s approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine.”

80202

## **MAST ARM ASSEMBLY AND POLE (BDE)**

Effective: January 1, 2008

Revise Article 1077.03 of the Standard Specifications to read:

**"1077.03 Mast Arm Assembly and Pole.** Mast arm assembly and pole shall be as follows.

- (a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.
  - (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4<sup>th</sup> Edition.
  - (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
  - (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer

for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming.

- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105 according to Article 1006.09 and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 10 in. (250 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized."

80196

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

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

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs ..... 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)**

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191 Attn: D.W. Fries, Director Risk Management		40 @ 25 mph
DOT/AAR No.: RR Division: Illinois	RR Mile Post: D-377.13 RR Sub-Division: D-Line	Phone: 217/425-2159 Phone: 757/629-2364
For Freight/Passenger Information Contact: Gary Davis For Insurance Information Contact: Scott Dickerson		

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DOT/AAR No.:  
RR Division:

RR Mile Post:  
RR Sub-Division:

For Freight/Passenger Information Contact: Phone:  
For Insurance Information Contact: Phone:

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

## RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

### SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

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

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

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

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

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

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

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

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

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

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

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

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

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

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

Max RAP Percentage

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

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP if 3/8 RAP is utilized.

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

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

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

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

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

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

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

(a) Dryer Drum Plants.

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

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

**REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)**

Effective: April 1, 2007

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

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

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

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

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

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

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

80183

117

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

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

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

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

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for precast concrete products.

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

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

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

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

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

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

80132

**STEEL INSERTS AND BRACKETS CAST INTO CONCRETE (BDE)**

Effective: April 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

“(g) Steel Inserts and Brackets Cast Into Concrete ..... 1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Steel Inserts and Brackets Cast Into Concrete ..... 1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Steel Inserts and Brackets Cast Into Concrete.** Steel inserts and brackets cast into concrete shall be galvanized according to AASHTO M 232 or AASHTO M 111.

The inserts shall be ferrules with loop or strut type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)”

80203

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

80143

**TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002  
Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

“Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer.”

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

“The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor’s operations, or for the Contractor’s convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer’s written approval.”

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

“Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment.”

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

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**THERMOPLASTIC PAVEMENT MARKINGS (BDE)**

Effective: January 1, 2007

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

- "(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide ( $TiO_2$ ). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

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

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

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

White: Daylight Reflectance .....75 percent min.

\*Yellow: Daylight Reflectance .....45 percent min.

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

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

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

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

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

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

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

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**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on 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 contractors' own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

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

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

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

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **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.

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**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

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

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

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

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

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