

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

229

RETURN WITH BID

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

Letting June 13, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 64J68
ROCK ISLAND County
Section (81-1)M
Route FAU 5756
Project ACNII-5756(004)
District 2 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 64J68
ROCK ISLAND County
Section (81-1)M
Project ACNII-5756(004)
Route FAU 5756
District 2 Construction Funds**

Reconstruction of 3rd Avenue (River Drive) from 19th St. to 23rd St. in Moline.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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, or as specified in the special provisions, 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 bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 will become void or the proposal guaranty check will 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 bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.

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

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

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

Schedule of Combination Bids

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

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| A2000114 | T-ACERX FREM AB 1-3/4 | EACH | 7.000 | | | | |
| A2006514 | T-QUERCUS BICOL 1-3/4 | EACH | 7.000 | | | | |
| A2006714 | T-QUERCUS MACR 1-3/4 | EACH | 7.000 | | | | |
| X0322281 | W A VID DET SYS COM | EACH | 1.000 | | | | |
| X0323920 | POLE MT EQUIP CAB TB | EACH | 2.000 | | | | |
| X0324931 | DUCT IRON SLEEVE, 8" | EACH | 1.000 | | | | |
| X0325482 | REM EXIST ITS EQUIPMT | EACH | 1.000 | | | | |
| X0327371 | PLUG EXISTING PIPE | CU YD | 53.000 | | | | |
| X0327421 | SAN SEWER DI 18 | FOOT | 52.000 | | | | |
| X0327722 | SAN SEWER DI 36 | FOOT | 1,341.000 | | | | |
| X0327723 | STANDARD TEST CONN 1 | EACH | 1.000 | | | | |
| X0327747 | WATER MAIN ENCASEMEMT | FOOT | 123.000 | | | | |
| X0327748 | REM & REPL ITS EQUIP | EACH | 2.000 | | | | |
| X0327749 | DUCT IRON SLEEVE, 16" | EACH | 1.000 | | | | |
| X0350810 | BOLLARD REMOVAL | EACH | 27.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| X4402805 | ISLAND REMOVAL | SQ FT | 1,983.000 | | | | |
| X5630008 | CUT & CAP EX 8 WM | EACH | 3.000 | | | | |
| X5630016 | CUT & CAP EX 16 WM | EACH | 1.000 | | | | |
| X5640150 | FIRE HYDNT ASSY COMP | EACH | 3.000 | | | | |
| X6022820 | MAN SAN 5 DIA T1F CL | EACH | 1.000 | | | | |
| X6022830 | MAN SAN 6 DIA T1F CL | EACH | 4.000 | | | | |
| X6026632 | VALVE BOX REMOVED | EACH | 1.000 | | | | |
| X6060714 | CONC MEDIAN SPL | SQ FT | 1,016.000 | | | | |
| X6061902 | CONC MED TSM SPL | SQ FT | 5,569.000 | | | | |
| X7010216 | TRAF CONT & PROT SPL | L SUM | 1.000 | | | | |
| X7010410 | SPEED DISPLAY TRAILER | CAL MO | 4.000 | | | | |
| X7830070 | GRV RCSD PVT MRKG 5 | FOOT | 3,328.000 | | | | |
| X7830074 | GRV RCSD PVT MRKG 7 | FOOT | 510.000 | | | | |
| X7830076 | GRV RCSD PVT MRKG 9 | FOOT | 2,720.000 | | | | |
| X7830090 | GRV RCSD PVT MRKG 25 | FOOT | 223.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| X8140105 | HANDHOLE SPL | EACH | 5.000 | | | | |
| X8211190 | LUM LED HM 190W SPL | EACH | 22.000 | | | | |
| X8300001 | LIGHT P0LE SPECIAL | EACH | 18.000 | | | | |
| Z0013797 | STAB CONSTR ENTRANCE | SQ YD | 612.000 | | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 | | | | |
| Z0025505 | PROPERTY MARKER | EACH | 15.000 | | | | |
| Z0028415 | GEOTECHNICAL REINF | SQ YD | 16,891.000 | | | | |
| Z0056610 | STORM SEW WM REQ 15 | FOOT | 91.000 | | | | |
| Z0056626 | STORM SEW WM REQ 48 | FOOT | 94.000 | | | | |
| Z0073510 | TEMP TR SIGNAL TIMING | EACH | 1.000 | | | | |
| Z0076600 | TRAINEES | HOUR | 1,000.000 | | 0.800 | | 800.000 |
| Z0076604 | TRAINEES TPG | HOUR | 1,000.000 | | 15.000 | | 15,000.000 |
| 20100110 | TREE REMOV 6-15 | UNIT | 175.000 | | | | |
| 20100210 | TREE REMOV OVER 15 | UNIT | 362.000 | | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 5,116.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|------------|---|------------|---|-------------|
| 20200200 | ROCK EXCAVATION | CU YD | 1,550.000 | | | | |
| 20400800 | FURNISHED EXCAVATION | CU YD | 2,960.000 | | | | |
| 20800150 | TRENCH BACKFILL | CU YD | 6,138.000 | | | | |
| 21001000 | GEOTECH FAB F/GR STAB | SQ YD | 1,611.000 | | | | |
| 21101505 | TOPSOIL EXC & PLAC | CU YD | 350.000 | | | | |
| 21101615 | TOPSOIL F & P 4 | SQ YD | 6,666.000 | | | | |
| 25000210 | SEEDING CL 2A | ACRE | 1.000 | | | | |
| 25100115 | MULCH METHOD 2 | ACRE | 1.000 | | | | |
| 25100630 | EROSION CONTR BLANKET | SQ YD | 7,553.000 | | | | |
| 25200100 | SODDING | SQ YD | 6,852.000 | | | | |
| 28000400 | PERIMETER EROS BAR | FOOT | 4,105.000 | | | | |
| 28000500 | INLET & PIPE PROTECT | EACH | 2.000 | | | | |
| 28000510 | INLET FILTERS | EACH | 39.000 | | | | |
| 30300001 | AGG SUBGRADE IMPROVE | CU YD | 688.000 | | | | |
| 30300112 | AGG SUBGRADE IMPR 12 | SQ YD | 16,891.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|----------------------|-----------------|------------|---|------------|---|-------------|
| 31200500 | STAB SUBBASE HMA 4 | SQ YD | 16,580.000 | | | | |
| 35100300 | AGG BASE CSE A 4 | SQ YD | 1,148.000 | | | | |
| 35100500 | AGG BASE CSE A 6 | SQ YD | 1,611.000 | | | | |
| 40600895 | CONSTRUC TEST STRIP | EACH | 1.000 | | | | |
| 40603080 | HMA BC IL-19.0 N50 | TON | 140.000 | | | | |
| 40603085 | HMA BC IL-19.0 N70 | TON | 730.000 | | | | |
| 40603415 | HMA SC IL-9.5FG N50 | TON | 253.000 | | | | |
| 40603565 | P HMA SC "E" N70 | TON | 277.000 | | | | |
| 42000406 | PCC PVT 9 1/4 JOINTD | SQ YD | 14,528.000 | | | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 16,306.000 | | | | |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 3,555.500 | | | | |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 208.500 | | | | |
| 44000100 | PAVEMENT REM | SQ YD | 15,020.000 | | | | |
| 44000158 | HMA SURF REM 2 1/4 | SQ YD | 17.000 | | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 4,912.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|----------------------|-----------------|------------|---|------------|---|-------------|
| 44000600 | SIDEWALK REM | SQ FT | 8,559.000 | | | | |
| 44003100 | MEDIAN REMOVAL | SQ FT | 27,861.000 | | | | |
| 50200400 | ROCK EXC STRUCT | CU YD | 2.000 | | | | |
| 50800105 | REINFORCEMENT BARS | POUND | 310.000 | | | | |
| 550A0340 | STORM SEW CL A 2 12 | FOOT | 1,516.000 | | | | |
| 550A0360 | STORM SEW CL A 2 15 | FOOT | 20.000 | | | | |
| 550A0380 | STORM SEW CL A 2 18 | FOOT | 105.000 | | | | |
| 550A0780 | STORM SEW CL A 3 48 | FOOT | 204.000 | | | | |
| 550A0820 | STORM SEW CL A 3 72 | FOOT | 287.000 | | | | |
| 55100500 | STORM SEWER REM 12 | FOOT | 445.000 | | | | |
| 55100700 | STORM SEWER REM 15 | FOOT | 460.000 | | | | |
| 55101200 | STORM SEWER REM 24 | FOOT | 205.000 | | | | |
| 56100075 | DI WAT MN TEE, 16X 6 | EACH | 3.000 | | | | |
| 56100077 | DI WAT MN TEE, 16X 8 | EACH | 1.000 | | | | |
| 56103100 | D I WATER MAIN 8 | FOOT | 27.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|------------------------|-----------------|-----------|---|------------|---|-------------|
| 56103400 | D I WATER MAIN 16 | FOOT | 1,490.000 | | | | |
| 56105000 | WATER VALVES 8 | EACH | 1.000 | | | | |
| 56105300 | WATER VALVES 16 | EACH | 1.000 | | | | |
| 56109405 | DI WT MNF 16 11.25 DB | EACH | 4.000 | | | | |
| 56109413 | DI WT MNF 16 22.50 DB | EACH | 2.000 | | | | |
| 56109426 | DI WT MNF 16 45.0 DB | EACH | 4.000 | | | | |
| 56109434 | DI WT MNF 8 90.0 DB | EACH | 2.000 | | | | |
| 56400500 | FIRE HYDNITS TO BE REM | EACH | 3.000 | | | | |
| 60107700 | PIPE UNDERDRAINS 6 | FOOT | 3,000.000 | | | | |
| 60218300 | MAN TA 4 DIA T1F OL | EACH | 2.000 | | | | |
| 60218400 | MAN TA 4 DIA T1F CL | EACH | 4.000 | | | | |
| 60219300 | MAN TA 4 DIA T11F&G | EACH | 1.000 | | | | |
| 60219510 | MAN TA 4 DIA T20F&G | EACH | 10.000 | | | | |
| 60223800 | MAN TA 6 DIA T1F CL | EACH | 1.000 | | | | |
| 60224035 | MAN TA 6 DIA T20F&G | EACH | 1.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 60224459 | MAN TA 8 DIA T1F CL | EACH | 1.000 | | | | |
| 60224469 | MAN TA 9 DIA T1F CL | EACH | 5.000 | | | | |
| 60224470 | MAN TA 9 DIA T1F OL | EACH | 1.000 | | | | |
| 60224481 | MAN TA 9 DIA T20F&G | EACH | 2.000 | | | | |
| 60236200 | INLETS TA T8G | EACH | 1.000 | | | | |
| 60236800 | INLETS TA T11F&G | EACH | 5.000 | | | | |
| 60240324 | INLETS TB T20F&G | EACH | 11.000 | | | | |
| 60255500 | MAN ADJUST | EACH | 6.000 | | | | |
| 60260100 | INLETS ADJUST | EACH | 2.000 | | | | |
| 60261510 | INLETS ADJ NEW T20F&G | EACH | 3.000 | | | | |
| 60500040 | REMOV MANHOLES | EACH | 2.000 | | | | |
| 60500060 | REMOV INLETS | EACH | 12.000 | | | | |
| 60500405 | FILL VALVE VLTS | EACH | 3.000 | | | | |
| 60605000 | COMB CC&G TB6.24 | FOOT | 4,033.000 | | | | |
| 60609200 | COMB CC&G TM6.12 | FOOT | 295.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 60610400 | COMB CC&G TM6.24 | FOOT | 265.000 | | | | |
| 60618300 | CONC MEDIAN SURF 4 | SQ FT | 2,714.000 | | | | |
| 60622800 | CONC MED TSM6.12 | SQ FT | 1,674.000 | | | | |
| 63100085 | TRAF BAR TERM T6 | EACH | 1.000 | | | | |
| 63100167 | TR BAR TRM T1 SPL TAN | EACH | 1.000 | | | | |
| 63200310 | GUARDRAIL REMOV | FOOT | 103.000 | | | | |
| 66700305 | PERM SURV MKRS T2 | EACH | 3.000 | | | | |
| 67000400 | ENGR FIELD OFFICE A | CAL MO | 12.000 | | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | | | | |
| 70100420 | TRAF CONT-PROT 701411 | EACH | 1.000 | | | | |
| 70100800 | TRAF CONT-PROT 701401 | L SUM | 1.000 | | | | |
| 70100820 | TRAF CONT-PROT 701451 | L SUM | 1.000 | | | | |
| 70102620 | TR CONT & PROT 701501 | L SUM | 1.000 | | | | |
| 70102625 | TR CONT & PROT 701606 | L SUM | 1.000 | | | | |
| 70102630 | TR CONT & PROT 701601 | L SUM | 1.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 70102635 | TR CONT & PROT 701701 | L SUM | 1.000 | | | | |
| 70102640 | TR CONT & PROT 701801 | L SUM | 1.000 | | | | |
| 70106800 | CHANGEABLE MESSAGE SN | CAL MO | 9.000 | | | | |
| 70300210 | TEMP PVT MK LTR & SYM | SQ FT | 458.000 | | | | |
| 70300220 | TEMP PVT MK LINE 4 | FOOT | 4,934.000 | | | | |
| 70300240 | TEMP PVT MK LINE 6 | FOOT | 1,467.000 | | | | |
| 70300250 | TEMP PVT MK LINE 8 | FOOT | 2,720.000 | | | | |
| 70300260 | TEMP PVT MK LINE 12 | FOOT | 1,761.000 | | | | |
| 70300280 | TEMP PVT MK LINE 24 | FOOT | 223.000 | | | | |
| 70301000 | WORK ZONE PAVT MK REM | SQ FT | 7,200.000 | | | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 255.000 | | | | |
| 72000300 | SIGN PANEL T3 | SQ FT | 216.000 | | | | |
| 72400100 | REMOV SIN PAN ASSY TA | EACH | 7.000 | | | | |
| 72400200 | REMOV SIN PAN ASSY TB | EACH | 5.000 | | | | |
| 72400310 | REMOV SIGN PANEL T1 | SQ FT | 41.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 72400330 | REMOV SIGN PANEL T3 | SQ FT | 168.000 | | | | |
| 72400600 | RELOC SIN PAN ASSY TB | EACH | 5.000 | | | | |
| 72400730 | RELOC SIGN PANEL T3 | SQ FT | 168.000 | | | | |
| 72700100 | STR STL SIN SUP BA | POUND | 1,110.000 | | | | |
| 72800100 | TELES STL SIN SUPPORT | FOOT | 535.000 | | | | |
| 73000100 | WOOD SIN SUPPORT | FOOT | 74.000 | | | | |
| 73302170 | OSS CANT 2CA 3-0X5-6 | FOOT | 28.000 | | | | |
| 73400100 | CONC FOUNDATION | CU YD | 2.800 | | | | |
| 73400200 | DRILL SHAFT CONC FDN | CU YD | 13.000 | | | | |
| 73700100 | REM GR MT SIN SUPPORT | EACH | 17.000 | | | | |
| 73700200 | REM CONC FDN-GR MT | EACH | 4.000 | | | | |
| 78008300 | POLYUREA PM T2 LTR-SY | SQ FT | 234.000 | | | | |
| 78008310 | POLYUREA PM T2 LN 4 | FOOT | 3,582.000 | | | | |
| 78008330 | POLYUREA PM T2 LN 6 | FOOT | 510.000 | | | | |
| 78008340 | POLYUREA PM T2 LN 8 | FOOT | 2,720.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|----------------------|-----------------|-----------|---|------------|---|-------------|
| 78008350 | POLYUREA PM T2 LN 12 | FOOT | 1,761.000 | | | | |
| 78008370 | POLYUREA PM T2 LN 24 | FOOT | 223.000 | | | | |
| 78100100 | RAISED REFL PAVT MKR | EACH | 131.000 | | | | |
| 78200410 | GUARDRAIL MKR TYPE A | EACH | 4.000 | | | | |
| 78201000 | TERMINAL MARKER - DA | EACH | 1.000 | | | | |
| 80400100 | ELECT SERV INSTALL | EACH | 2.000 | | | | |
| 80500100 | SERV INSTALL TY A | EACH | 1.000 | | | | |
| 80500200 | SERV INSTALL TY B | EACH | 1.000 | | | | |
| 80500300 | SERV INSTALL TY C | EACH | 2.000 | | | | |
| 81028340 | UNDRGRD C PVC 1 1/2 | FOOT | 2,442.000 | | | | |
| 81028350 | UNDRGRD C PVC 2 | FOOT | 349.000 | | | | |
| 81028370 | UNDRGRD C PVC 3 | FOOT | 378.000 | | | | |
| 81028390 | UNDRGRD C PVC 4 | FOOT | 827.000 | | | | |
| 81028750 | UNDRGRD C CNC 2 | FOOT | 1,940.000 | | | | |
| 81300830 | JUN BX SS AS 18X18X8 | EACH | 3.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 81400100 | HANDHOLE | EACH | 15.000 | | | | |
| 81400720 | DBL HANDHOLE PCC | EACH | 2.000 | | | | |
| 81603000 | UD 2#8 #8G XLPUSE 3/4 | FOOT | 2,229.000 | | | | |
| 81603070 | UD 2#2#4GXLPUSE 1 1/4 | FOOT | 72.000 | | | | |
| 81702120 | EC C XLP USE 1C 8 | FOOT | 8,161.000 | | | | |
| 81702130 | EC C XLP USE 1C 6 | FOOT | 270.000 | | | | |
| 81702140 | EC C XLP USE 1C 4 | FOOT | 1,395.000 | | | | |
| 81702150 | EC C XLP USE 1C 2 | FOOT | 2,030.000 | | | | |
| 81702190 | EC C XLP USE 1C 4/0 | FOOT | 285.000 | | | | |
| 82500335 | LT CONT PEDM 240V100 | EACH | 1.000 | | | | |
| 82500370 | LT CONT BASEM 240V200 | EACH | 1.000 | | | | |
| 83600300 | LIGHT POLE FDN 30D | FOOT | 130.000 | | | | |
| 83800505 | BKWY DEV COU AL SKIRT | EACH | 72.000 | | | | |
| 84200500 | REM LT UNIT SALV | EACH | 18.000 | | | | |
| 84200600 | REM LT U NO SALV | EACH | 4.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|-----------|---|------------|---|-------------|
| 84200804 | REM POLE FDN | EACH | 22.000 | | | | |
| 84500110 | REMOV LIGHTING CONTR | EACH | 1.000 | | | | |
| 84500130 | REMOV LTG CONTR FDN | EACH | 1.000 | | | | |
| 85700200 | FAC T4 CAB | EACH | 1.000 | | | | |
| 86200200 | UNINTER POWER SUP STD | EACH | 1.000 | | | | |
| 86400100 | TRANSCEIVER - FIB OPT | EACH | 1.000 | | | | |
| 87301105 | ELCBL C SIGNAL 12 1C | FOOT | 1,015.000 | | | | |
| 87301215 | ELCBL C SIGNAL 14 2C | FOOT | 625.000 | | | | |
| 87301225 | ELCBL C SIGNAL 14 3C | FOOT | 639.000 | | | | |
| 87301245 | ELCBL C SIGNAL 14 5C | FOOT | 2,915.000 | | | | |
| 87301255 | ELCBL C SIGNAL 14 7C | FOOT | 652.000 | | | | |
| 87301900 | ELCBL C EGRDC 6 1C | FOOT | 826.000 | | | | |
| 87502510 | TS POST GALVS 17 | EACH | 4.000 | | | | |
| 87702985 | STL COMB MAA&P 52 | EACH | 1.000 | | | | |
| 87703030 | STL COMB MAA&P 60 | EACH | 1.000 | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

64J68

State Job # - C-92-123-13

County Name - ROCK ISLAND- -

Code - 161 - -

District - 2 - -

Section Number - (81-1)M

Project Number
 ACNCII-5756/004/

Route
 FAU 5756

| Item Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|-------------|-----------------------|-----------------|----------|---|------------|---|-------------|
| 87800100 | CONC FDN TY A | FOOT | 12.000 | | | | |
| 87800200 | CONC FDN TY D | FOOT | 4.000 | | | | |
| 87800400 | CONC FDN TY E 30D | FOOT | 10.000 | | | | |
| 87800415 | CONC FDN TY E 36D | FOOT | 15.000 | | | | |
| 87800420 | CONC FDN TY E 42D | FOOT | 21.000 | | | | |
| 87900200 | DRILL EX HANDHOLE | EACH | 2.000 | | | | |
| 88040070 | SH P LED 1F 3S BM | EACH | 7.000 | | | | |
| 88040090 | SH P LED 1F 3S MAM | EACH | 5.000 | | | | |
| 88040150 | SH P LED 1F 5S BM | EACH | 1.000 | | | | |
| 88040160 | SH P LED 1F 5S MAM | EACH | 1.000 | | | | |
| 88102825 | PED SH P LED 1F BM CT | EACH | 2.000 | | | | |
| 88200110 | TS BACKPLATE LOUVERED | EACH | 14.000 | | | | |
| 88800100 | PED PUSH-BUTTON | EACH | 2.000 | | | | |
| 89502375 | REMOV EX TS EQUIP | EACH | 1.000 | | | | |

CONTRACT NUMBER

64J68

THIS IS THE TOTAL BID

\$ _____

NOTES:

1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

RETURN WITH BID

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

NA-FEDERAL

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

RETURN WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN 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 bidder further certifies that the Department has received the disclosure forms for each bid.

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 64J68
ROCK ISLAND County
Section (81-1)M
Project ACNII-5756(004)
Route FAU 5756
District 2 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. 64J68
ROCK ISLAND County
Section (81-1)M
Project ACNII-5756(004)
Route FAU 5756
District 2 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

| | |
|------------------------|--|
| Route _____ | Total Bid _____ |
| Section _____ | Contract DBE Goal _____ (Percent) _____ (Dollar Amount) |
| Project _____ | |
| County _____ | |
| Letting Date _____ | |
| Contract No. _____ | |
| Letting Item No. _____ | |

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor _____ Trucking _____

Table with 5 columns: Pay Item No., Description, Quantity, Unit Price, Total. Includes a Total row at the bottom right.

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor.

Signature for Contractor __ 1st Tier __ 2nd Tier

Signature for DBE Firm __ 1st Tier __ 2nd Tier

Title _____

Title _____

Date _____

Date _____

Contact Person _____

Contact Person _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

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. 64J68
ROCK ISLAND County
Section (81-1)M
Project ACNII-5756(004)
Route FAU 5756
District 2 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

| | | |
|---|---------------|--|
| _____ Name of Subcontracting Company | | |
| _____ Authorized Officer | _____ Date | |

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. June 13, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 64J68
ROCK ISLAND County
Section (81-1)M
Project ACNII-5756(004)
Route FAU 5756
District 2 Construction Funds**

Reconstruction of 3rd Avenue (River Drive) from 19th St. to 23rd St. in Moline.

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

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

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

SUPPLEMENTAL SPECIFICATIONS

| <u>Std. Spec. Sec.</u> | <u>Page No.</u> |
|--|-----------------|
| 101 Definition of Terms | 1 |
| 102 Advertisement, Bidding, Award, and Contract Execution | 2 |
| 105 Control of Work | 3 |
| 106 Control of Materials | 5 |
| 107 Legal Regulations and Responsibility to Public | 6 |
| 108 Prosecution and Progress | 14 |
| 109 Measurement and Payment | 15 |
| 202 Earth and Rock Excavation | 17 |
| 211 Topsoil and Compost | 18 |
| 253 Planting Woody Plants | 19 |
| 280 Temporary Erosion and Sediment Control | 21 |
| 312 Stabilized Subbase | 22 |
| 406 Hot-Mix Asphalt Binder and Surface Course | 23 |
| 407 Hot-Mix Asphalt Pavement (Full-Depth) | 26 |
| 420 Portland Cement Concrete Pavement | 30 |
| 424 Portland Cement Concrete Sidewalk | 32 |
| 440 Removal of Existing Pavement and Appurtenances | 33 |
| 503 Concrete Structures | 34 |
| 504 Precast Concrete Structures | 37 |
| 506 Cleaning and Painting New Steel Structures | 38 |
| 512 Piling | 39 |
| 516 Drilled Shafts | 40 |
| 521 Bearings | 41 |
| 540 Box Culverts | 42 |
| 588 Bridge Relief Joint System | 43 |
| 589 Elastic Joint Sealer | 45 |
| 602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction | 46 |
| 603 Adjusting Frames and Grates of Drainage and Utility Structures | 47 |
| 606 Concrete Gutter, Curb, Median, and Paved Ditch | 49 |
| 610 Shoulder Inlets with Curb | 50 |
| 639 Precast Prestressed Concrete Sight Screen | 51 |
| 642 Shoulder Rumble Strips | 52 |
| 643 Impact Attenuators | 53 |
| 644 High Tension Cable Median Barrier | 55 |
| 701 Work Zone Traffic Control and Protection | 57 |
| 706 Impact Attenuators, Temporary | 60 |
| 707 Movable Traffic Barrier | 63 |
| 708 Temporary Water Filled Barrier | 65 |
| 730 Wood Sign Support | 67 |
| 780 Pavement Striping | 68 |
| 860 Master Controller | 73 |
| 1001 Cement | 74 |
| 1003 Fine Aggregates | 75 |
| 1004 Coarse Aggregates | 77 |
| 1006 Metals | 81 |
| 1011 Mineral Filler | 83 |
| 1017 Packaged, Dry, Combined Materials for Mortar | 84 |
| 1018 Packaged Rapid Hardening Mortar or Concrete | 85 |
| 1019 Controlled Low-Strength Material | 86 |
| 1020 Portland Cement Concrete | 87 |
| 1024 Grout and Nonshrink Grout | 126 |
| 1030 Hot-Mix Asphalt | 127 |
| 1040 Drain Pipe, Tile, Drainage Mat, and Wall Drain | 132 |
| 1042 Precast Concrete Products | 133 |
| 1070 Foundation and Breakaway Devices | 134 |
| 1073 Controller | 135 |
| 1081 Materials for Planting | 136 |

FAU 5756 (River Drive/3rd Ave)
Project ACNCII-5756 (004)
Section (81-1) M
Rock Island County
Contract 64J68

| | | |
|------|---|-----|
| 1082 | Preformed Bearing Pads | 137 |
| 1083 | Elastomeric Bearings | 138 |
| 1095 | Pavement Markings | 139 |
| 1101 | General Equipment | 142 |
| 1102 | Hot-Mix Asphalt Equipment | 144 |
| 1105 | Pavement Marking Equipment | 146 |
| 1106 | Work Zone Traffic Control Devices | 147 |

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. 1-1-10) | 149 |
| 2 X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) | 152 |
| 3 X EEO (Eff. 7-21-78) (Rev. 11-18-80) | 153 |
| 4 Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) | 163 |
| 5 Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13) | 168 |
| 6 Asbestos Bearing Pad Removal (Eff. 11-1-03) | 173 |
| 7 Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) | 174 |
| 8 Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) | 175 |
| 9 Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) | 176 |
| 10 X Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) | 179 |
| 11 Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) | 182 |
| 12 Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) | 184 |
| 13 Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) | 188 |
| 14 Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) | 190 |
| 15 PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) | 191 |
| 16 Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) | 193 |
| 17 Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) | 194 |
| 18 PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) | 196 |
| 19 Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) | 197 |
| 20 X Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) | 198 |
| 21 Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) | 202 |
| 22 Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) | 204 |
| 23 Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) | 206 |
| 24 Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) | 208 |
| 25 X Night Time Inspection of Roadway Lighting (Eff. 5-1-96) | 209 |
| 26 English Substitution of Metric Bolts (Eff. 7-1-96) | 210 |
| 27 English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) | 211 |
| 28 Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13) | 212 |
| 29 Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) | 213 |
| 30 Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14) | 216 |
| 31 X Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14) | 224 |
| 32 X Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07) | 240 |
| 33 Pavement Marking Removal (Eff. 4-1-09) | 242 |
| 34 Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12) | 243 |
| 35 Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12) | 249 |
| 36 Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12) | 264 |
| 37 Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12) | 275 |
| 38 Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14) | 285 |
| 39 Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12) | 286 |

TABLE OF CONTENTS

| | |
|--|----|
| LOCATION OF PROJECT | 1 |
| DESCRIPTION OF PROJECT | 1 |
| TRAFFIC CONTROL PLAN | 1 |
| COMPACTION OF POLYMERIZED HOT-MIX ASPHALT CONCRETE | 9 |
| PROPERTY MARKERS | 9 |
| COMPLETION DATE PLUS WORKING DAYS | 9 |
| GUARDRAIL REMOVAL | 10 |
| GEOTECHNICAL REINFORCEMENT | 10 |
| ADJUSTED PLAN QUANTITY FOR SURFACE COURSE MIXTURES | 12 |
| MAINTENANCE OF ROADWAYS | 12 |
| STORM SEWER WATER MAIN REQUIREMENT | 12 |
| ISLAND REMOVAL | 13 |
| ENGINEER’S FIELD OFFICE TYPE A | 13 |
| WORK ZONE PAVEMENT MARKING AND REMOVAL | 14 |
| HOT-MIX ASPHALT MIXTURE IL-9.5FG (BMPR) | 14 |
| BOLLARD REMOVAL..... | 18 |
| CONCRETE FOUNDATION, TYPE E | 18 |
| CONCRETE MEDIAN (SPECIAL) | 18 |
| CONCRETE MEDIAN, TYPE SM (SPECIAL) | 19 |
| DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE | 19 |
| DUCTILE IRON WATER MAIN..... | 20 |
| FILLING VALVE VAULTS..... | 27 |
| FIRE HYDRANTS TO BE REMOVED | 28 |
| VALVE BOXES TO BE REMOVED | 28 |
| FULL ACTUATED CONTROLLER AND TYPE IV CABINET | 28 |
| HANDHOLE | 29 |
| HANDHOLE SPECIAL | 30 |
| LIGHT POLE, SPECIAL..... | 31 |
| LUMINAIRE (SPECIAL)..... | 31 |
| MANHOLES, SANITARY | 36 |
| PLUG EXISTING PIPE | 38 |
| POLE MOUNTED EQUIPMENT CABINET, TYPE B..... | 39 |
| REMOVE EXISTING ITS EQUIPMENT..... | 41 |

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT 41

REMOVE AND REPLACE EXISTING ITS EQUIPMENT 42

ROCK EXCAVATION 43

SANITARY SEWER, DUCTILE IRON 43

STABILIZED CONSTRUCTION ENTRANCE..... 47

TEMPORARY TRAFFIC SIGNAL TIMING 48

SERVICE INSTALLATION, TYPE A..... 48

UNINTERRUPTABLE POWER SUPPLY, STANDARD..... 49

WATER MAIN ENCASEMENT 57

WIDE AREA VIDEO DETECTION SYSTEM COMPLETE 57

AGGREGATE SUBGRADE IMPROVEMENT (BDE)..... 65

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE) 67

CONTRACT CLAIMS (BDE)..... 67

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)..... 68

FRICTION AGGREGATE (BDE) 78

GRANULAR MATERIALS (BDE)..... 81

GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE) 82

HOT-MIX ASPHALT – MIXTURE DESIGN COMPOSITION AND VOLUMETRIC
 REQUIREMENTS (BDE) 84

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (BDE)..... 87

INSERTION LINING OF CULVERTS (BDE) 90

LRFD STORM SEWER BURIAL TABLES (BDE)..... 95

PAYROLLS AND PAYROLL RECORDS (BDE) 104

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)..... 106

PROGRESS PAYMENTS (BDE) 106

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)..... 107

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)..... 108

REINFORCEMENT BARS (BDE) 118

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)..... 120

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)..... 124

SPEED DISPLAY TRAILER (BDE)..... 125

STABILIZED SUBBASE (BDE)..... 126

TRACKING THE USE OF PESTICIDES (BDE)..... 126

TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY (BDE) 126

TRAINING SPECIAL PROVISIONS (BDE) 126

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION
(TPG) 129
WARM MIX ASPHALT (BDE) 132
WEEKLY DBE TRUCKING REPORTS (BDE)..... 135
BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)..... 136
FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)..... 139
STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)..... 143
STORM WATER POLLUTION PREVENTION PLAN 147
PROJECT LABOR AGREEMENT - QUARTERLY EMPLOYMENT REPORT 155
PROJECT LABOR AGREEMENT 156

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for 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 FAU Route 5756 (River Drive/3rd Ave), Project ACNCII-05756 (004), Section (81-1)M, Rock Island County, Contract 64J68, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located on River Drive (3rd Avenue) between 19th Street and 23rd Street and 20th Street between 22nd Street and 23rd Street in Moline, Illinois.

DESCRIPTION OF PROJECT

This project consists of reconstructing approximately 0.30 mile of River Drive, reconstructing 0.05 mile of 20th Street, and the removal of 0.08 mile of 20th Street between the Moline Depot and 22nd Street. The work to be performed under this contract shall consist of pavement removal, earth excavation, PCC jointed pavement, curb and gutter, median, shared-use path and sidewalk construction, storm sewer installation, water main and sanitary sewer installation, landscaping, street lighting, traffic signal modifications, placement of pavement markings, erosion control, maintenance of traffic, and all incidental and collateral work necessary to complete the improvement as shown in the plans and as described herein.

TRAFFIC CONTROL PLAN

Effective: January 14, 1999

Revised: August 23, 2013

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and 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 Highway Standards relating to traffic control.

Standards:

| | | | | | |
|--------|--------|--------|--------|--------|--------|
| 701006 | 701101 | 701301 | 701311 | 701400 | 701401 |
| 701411 | 701426 | 701427 | 701428 | 701451 | 701501 |
| 701601 | 701606 | 701701 | 701801 | 701901 | |

Details:

- Temporary Traffic Control Plans
- Traffic Control for Transition Areas (DS 38.1)
- Traffic Control for Road Closure (DS 40.1)
- Traffic Control and Protection at Turn Bays (To Remain Open to Traffic) (DS 94.2)

General:

Where construction activities involve existing sidewalk/shared-use path, a temporary shared use path shall be established to provide pedestrian access.

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

- Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.
- Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.
- Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Vertical barricades shall not be used as a device where the existing speed limit is 65 mph or greater.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Pavement Marking:

All temporary pavement markings shall be urethane paint. Temporary pavement markings shall not be included in the cost of the standard rather it shall be paid for separately at the contract unit prices per Foot of applied line width, as specified, for TEMPORARY PAVEMENT MARKING LINE and Square Foot for TEMPORARY PAVEMENT MARKING – LETTERS AND SYMBOLS.

Changeable Message Signs:

A changeable message sign shall be installed at the location of the former toll booth on the existing I-74 bridge as shown in the Temporary Traffic Control plans and in the ramp closure area in association with ramp closures or forthcoming traffic control changes along the project.

Changeable Message Signs on River Drive (both directions) shall be required for 2 weeks before the start of work. Changeable Message Signs on I-74 and one in each direction of River Drive shall be required for 2 weeks prior to the road/ramp closure.

Payment for changeable message signs that are not shown in an applicable Traffic Control and Protection Standard shall be paid for at the contract unit price per calendar month as CHANGEABLE MESSAGE SIGN.

Highway Standards Application:

Traffic Control and Protection Standard 701411:

Method of Measurement. Each ramp will be measured as a separate location and will be considered as a separate location for payment, regardless of the number of installations at that ramp.

Traffic Control and Protection, Standard 701451: This work shall be done according to Standard 701451, the Temporary Traffic Control Plans "Ramp Closure & Detours" sheet, and Section 701 of the Standard Specifications. Setup of Standard 701451 shall comply with Standard 701400, Standard 701401, Standard 701411, and Standard 701428.

The Contractor shall notify the Traffic Operations Section of the Bureau of Operations by fax (815/284-5489) and the Bureau of Project Implementation (815/284-5348) in writing by means of fax (to the numbers provided) and also by letter to the District Office. **This request shall be submitted a minimum of three weeks (21 days) and no earlier than four weeks (28 days) prior to the anticipated closure date for each ramp to allow the State adequate time to reroute oversized loads.**

Signing and devices required to close the ramp, shall be in accordance with the Traffic Control for Road Closure detail and the respective Temporary Traffic Control Plans contained herein and shall be the responsibility of the Contractor. Detour signing required to detour traffic to alternate routes shall be the responsibility of the Contractor as shown in the plans.

The RAMP CLOSED panels shall be used to cover the signs as noted in the plans mounted on the overhead sign trusses.

The panels shall be 14 foot wide by 2 foot, made of 0.125 inch thick RA aluminum sheeted with Type ZZ Fluorescent Orange sheeting and the lettering of the words **RAMP CLOSED shall be 12 inch "D" series black letter. The RAMP CLOSED panels shall be mounted diagonally on the sign, with "RAMP" starting in the lower left corner of the sign.**

Existing overhead sign structured located on I-74 SB at the north end of the I-74 bridge shall have both signs modified for the following:

- Left sign will need to cover "5" in the NEXT 5 EXITS and replace with "4". 12" x 12" black on orange, 10" letters. Plate is detailed in temporary traffic control plans.
- Right sign will need to cover "s" and "1 &" in the EXITS 1 & 2. A 36" x 12" brown plate is to be used.

Existing way-finding sign for "JOHN DEERE PAVILION RIVERWAY TRAILS VISITOR INFO CELEBRATION BELLE" located on left roadside of exit ramp N-7 from SB I-74 to 7th Avenue shall cover up the portion of the sign stating "JOHN DEERE PAVILION" during the detour.

Method of Measurement. This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701451.

Traffic Control and Protection, Standard 701606: This work shall be done according to Standard 701606, the Temporary Traffic Control plans, and Section 701 of the Standard Specifications.

During the detour, NB 19th Street will close the right lane between 4th Avenue and River Drive as shown in the Temporary Traffic Control plans and in accordance with Standard 701606. A reverse curve sign will be placed as shown on the plans and is included in the lump sum unit price of this standard.

This work shall be paid for as a lump sum unit price for Traffic Control and Protection Standard 701606.

Traffic Control and Protection, Standard 701801: This work shall be done according to Standard 701801, the Temporary Traffic Control plans, and Section 701 of the Standard Specifications.

Pedestrian traffic shall be maintained at all times.

- When an eight (8) foot path cannot be maintained during construction activities a pedestrian flagger shall be provided.
- Slopes along the open path (temporary or permanent) shall be no steeper than 1:6 for 2 feet adjacent to the bike path on either side.

The temporary shared-use path as shown in the Temporary Traffic Control plans shall be constructed to maintain pedestrian access during the closure of the existing shared-use path along the north side of River Drive. Materials for the temporary shared-use path are to be paid for separately according to the plans.

Pedestrian/Bicyclist detour signing shall be included in this standard.

Method of Measurement. This work shall be paid for as a lump sum unit price for Traffic Control and Protection, Standard 701801.

District Standards Application:

Traffic Control for River Drive Road Closure: This work shall be done according to the District Standard 40.1 TRAFFIC CONTROL FOR ROAD CLOSURE, the Temporary Traffic Control Plans, and Section 701 of the Standard Specifications.

“ROAD CLOSED AHEAD” (W20-3(O)-48) with flasher and the appropriate arrow plate (W1-6(O)-36x18 or W1-7(O)-36x18) shall be required on all side roads within the limits of the mainline “ROAD CLOSED AHEAD” signs.

“NO LEFT TURN”, “NO RIGHT TURN”, and “LANE ASSIGNMENT” signing shall be required as shown in the plan details.

The Contractor shall notify the Traffic Operations Section of the Bureau of Operations by fax (815/284-5489) and the Bureau of Project Implementation (815/284-5348) in writing by means of fax (to the numbers provided) and also by letter to the District Office. **This request shall be submitted a minimum of three weeks (21 days) and no earlier than four weeks (28 days) prior to the anticipated closure date.**

Signing and devices required to close the road, according to the Traffic Control for Road Closure detail and contained herein, shall be the responsibility of the Contractor. Detour signing required to detour traffic to alternate routes shall be the responsibility of the Contractor. No detour shall be erected on Friday, Saturday or Sunday. The road shall not be closed until the detour signing is completely installed, verified, and ready to accept traffic.

The "ROAD CLOSED" sign on the Type III barricades shall be unobstructed and visible to traffic at all times. No equipment, debris, or other materials shall be stored within 20 feet of the first set of Type III barricades, unless approved by the Engineer.

The Contractor shall not drive around the outside of the Type III barricades, but shall relocate the barricades temporarily for access. When it is necessary for the barricades to be moved for access, the Contractor shall move the devices into the left lane and/or left shoulder area behind barricades that are to remain in place. At no time shall the barricades be turned parallel to traffic flow for access purposes.

If a path becomes evident around the outside of the barricades, the Contractor shall be required to place additional Type III barricades to prevent driving around the existing barricades. Additional barricades shall be included in the cost of applicable Traffic Control Standards. Any damage caused by vehicles driving around the outside of barricades shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the Department.

A 1:3 compacted gravel wedge is required at each end of the project limits when there is 12" or greater difference in elevation (drop off) between the pavement and the work area.

Reconstruction of 20th Street between 22nd Street and 23rd Street is to be constructed in accordance with District Standard 40.1 TRAFFIC CONTROL FOR ROAD CLOSURE, the Temporary Traffic Control Plans, and Section 701 of the Standard Specifications. Any closures of 20th Street between 22nd and 23rd Streets, north of River Drive, and the entrance to the Dimock, Gould & Co. property shall be coordinated with Dimock, Gould & Co., to maintain delivery access, and the Engineer. Work on 20th Street shall not be performed until River Drive is open to traffic. Full Closure of 20th Street shall occur over no longer than 12 calendar days (Monday through following Friday). A traffic plan will need to be approved by the Engineer before the roadway is closed to traffic. Signs shown in the Temporary Traffic Control Plans for NO LEFT TURNS and PRIVATE ACCESS are included in the cost for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). A stabilized construction access, west of the Dimock, Gould & Co. entrance is proposed for the short-term closure required to remove existing pavement and place and cure the proposed concrete pavement, in order to maintain access to the property.

Method of Measurement. This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). The stabilized construction access shall be paid for at the contract square yard price for STABILIZED CONSTRUCTION ENTRANCE.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3 garments during hours of darkness.

In addition to the flaggers shown on applicable standards, on major sideroads flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be 19th Street and 23rd Street.

In addition to the flaggers shown on applicable standards, a flagger shall be required on high volume commercial entrances listed below. High volume commercial entrances for this project shall be none.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer, over and above those shown on the standard or detailed in the plans and provisions, will be paid for according to Article 109.04. All flaggers required at sideroads and commercial entrances remaining open to traffic not shown on the Highway Standards, required by article 701.13(a) or listed above, shall be paid for according to Article 109.04."

Work Restrictions:

Traffic Control and Protection, Standard 701006 and Standard 701101: Advanced work may be completed in 2014 prior to the River Drive full road closure between 19th Street and 23rd Street. This work may include tree removals and temporary bike path construction. Advanced work shall not include pavement or curb and gutter removal.

River Drive road closure is from September 8, 2014 to December 5, 2014. Completion date is December 5, 2014.

The south two lanes (EB River Drive), including the curb and gutter on both sides shall not be removed until after the Quad Cities Marathon which is to be held on Sunday, September 28, 2014, as shown in the plans.

Between medians (Stations 3015+50 to 3016+20), a 1:4 compacted wedge from the pavement left in place to the excavated elevation shall be in place on Sunday, September 28, 2014.

There shall be no I-74 Lane Closures allowed at the following times:

Sunday: 10:00 a.m. to 8:00 p.m.

Monday through Friday: 6:00 a.m. to 7:00 p.m.

Saturday: 9:00 a.m. to 6:00 p.m.

Maintenance of Traffic: The Contractor shall be required to notify the City of Moline, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

Placing and removing pavement marking shall be completed using Traffic Control and Protection Standard 701427, 701601, or 701701.

River Drive lane closures: When River Drive is not closed it shall be maintained using Traffic Control and Protection Standard 701601 and TRAFFIC CONTROL FOR TRANSITION AREAS.

Lane closures shall be removed during non-working hours and from 3:00 p.m. Friday to 12:00 a.m. Monday when River Drive is not closed.

The ramp closure shall be completed using Traffic Control and Protection Standard 701451 and as shown on the plans.

NB 19th Street shall be maintained using Traffic Control and Protection Standard 701606 and as shown on the plans.

Turn bays on 19th Street and 23rd Street shall be maintained using Traffic Control and Protection Standard 701701 and as shown on the plans.

WB River Drive (east of the road closure) shall be maintained using District Standard 38.1 TRAFFIC CONTROL FOR TRANSITION AREAS, and District Standard 94.2 TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC).

EB River Drive (west of the road closure) shall be restriped with temporary pavement markings as shown on the plans.

Guardrail work shall be completed using Traffic Control and Protection Standard 701006 and Article 701.17(f).

Access must be maintained for City of Moline Water Department personnel and equipment.

COMPACTION OF POLYMERIZED HOT-MIX ASPHALT CONCRETE

Effective: January 16, 2002

This work shall consist of furnishing a pneumatic tired roller as specified in Article 406, in addition to all other rollers specified in the Standard Specifications. The spray system shall be in good working order. The tires shall be in good condition and be constructed heavy enough to withstand 90 to 110 psi inflation pressures on a continual basis. An approved water based release agent shall be utilized on the tires similar to, but not limited to Tech Shield that effectively prevents mix adhesion. The dilution rate shall be as per manufacturer's recommendations. The mixture compaction temperature will be the maximum possible without experiencing surface damage to the mix caused by adhesion to the tires. The recommended range is from 200° to 260° Fahrenheit. This work shall be included in the cost of the polymerized Hot-Mix Asphalt concrete of the type and size specified.

PROPERTY MARKERS

Effective: July 1, 1994

Revised: January 30, 2008

This work shall consist of locating, protecting, preserving and relocating property markers, monuments or pins which are discovered and which will be disturbed in the normal course of construction. An Illinois Registered Land Surveyor will relocate the markers, monuments or pins to the new or relocated right-of-way line in such a location as to legally define the location of the new or reestablished property corner(s). The Contractor shall be required to furnish one copy of the final plat or plats to the State upon completion of the work.

The Surveyor shall place as a minimum a 36" x 3/4" round iron pin for the property marker. This work will be paid for at the contract unit price Each for PROPERTY MARKERS.

COMPLETION DATE PLUS WORKING DAYS

Effective: December 29, 2006

Revised: April 12, 2011

Revised Article 108.05(b) of the Standard Specifications to read:

“(b) Completion Date Plus Working Days. When a completion date plus working days is specified, the Contractor shall complete the project by 11:59 p.m. on or prior to December 5, 2014. The PROJECT shall have all work completed, except for tree items, topsoil and seeding items, punch list items, permanent multi-use path, 20th Street improvements, permanent pavement markings, installation of 2 guide signs with steel breakaway posts and concrete foundations, removal of temporary sign placements and cleanup punch list, for the PROJECT to be considered complete.

The Contractor will be allowed 15 working days after the completion date to complete tree items, topsoil and seeding items, punch list items, permanent multi-use path, 20th Street improvements, permanent pavement markings, installation of 2 guide signs with steel breakaway posts and concrete foundations, removal of temporary sign placements and cleanup punch list.”

GUARDRAIL REMOVAL

Effective: August 20, 1990

Revised: August 26, 1997

This work shall be done according to Section 632 of the Standard Specifications except that all removed guardrail will become the property of the Contractor.

This work will be paid for at the contract unit price per Foot for GUARDRAIL REMOVAL, measured from center-to-center of end post.

GEOTECHNICAL REINFORCEMENT

Effective: November 30, 2010

Biaxial Geogrid Flat Installation

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The geogrid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the subbase or subgrade as shown on the plans and specifications.

| MATERIAL CHARACTERISTICS | TEST METHOD | DATA |
|--------------------------|-------------|---------------|
| polymer type | | polypropylene |
| carbon black content | ASTM D 4218 | 0.50% (min.) |

| DIMENSIONAL CHARACTERISTICS | TEST METHOD | UNIT | DATA |
|-----------------------------|-------------|--------------------|------------|
| open area | CW 02215 | % | 75 (max.) |
| unit weight | ASTM D 5261 | oz/yd ² | 5.0 (min.) |

| TECHNICAL CHARACTERISTICS | TEST METHOD | UNIT | DATA |
|---------------------------|-------------|------|-----------|
| junction efficiency | GRI-GG2 | % | 90 (min.) |

The supplier should provide a certification that their product meets the above requirements.

The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 3 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the "roll length" parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 24 inches. The geogrid should be secured in place.

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket. If the geogrid develops wrinkles or moves significantly, an alternative method of securing it shall be used.

Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 2 feet larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

Method of Measurement: Geotechnical Reinforcement will be measured in square yards for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately.

Basis of Payment: This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per Square Yard for GEOTECHNICAL REINFORCEMENT.

ADJUSTED PLAN QUANTITY FOR SURFACE COURSE MIXTURES

Effective: June 15, 2010

The adjusted plan quantity for surface course mixtures shall be calculated according to Article 406.13(b) and the following. The maximum allowed average bulk specific gravity for the approved mix design (Gmb) will be:

2.460 For Mixture C

2.470 For Mixture D

2.610 For Mixture E

2.710 For Mixture F

MAINTENANCE OF ROADWAYS

Effective: June 26, 2003

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work such as patching, intermittent resurfacing, and shoulder work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STORM SEWER WATER MAIN REQUIREMENT

Effective: June 12, 1997

Description: This work shall consist of furnishing and installing water main quality pipe at the locations shown on the plans.

Materials:

- a) Ductile iron water main Class 52

Joints for Ductile Iron pipe shall be:

1. Mechanical Joints - AWWA C111 and C600
2. Push-On-Joints - AWWA C111 and C600

- b) Polyvinyl Chloride (PVC) Class 12454B (PVC 1120) or Class 12454C (PVC 1220).
Schedule 40 is required for 8" diameter and schedule 80 for larger sizes.

CONSTRUCTION REQUIREMENTS

The storm sewer water main shall be installed according to the applicable portions of Section 550 and 561 of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction. In case of conflict between the Standard Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois shall take precedence and shall govern.

No testing or disinfections of the newly laid storm sewer water main will be required. A water-tight connection is required between the storm sewer water main and the storm sewer.

Method of Measurement: Storm sewer water main of the various diameters will be measured for payment in feet, measured in place.

Basis of Payment: This work will be paid for at the contract unit price per Foot for STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

ISLAND REMOVAL

Effective: October 10, 2006

This work shall consist of the removal and disposal of the islands as shown on the plans. This work shall be done in accordance with applicable portions of Section 440 of the Standard Specifications and shall include the removal of the concrete island surface, concrete curb & gutter, and excavation below the concrete to a depth of the bottom of the adjacent concrete pavement.

This work will be paid for at the contract unit price per Square Foot for ISLAND REMOVAL.

ENGINEER'S FIELD OFFICE TYPE A

Effective: January 1, 2012

Engineer's Field Office Type A shall be in accordance with Article 670.02 of the Standard Specifications:

Add (s) to the end of 670.02

(s) Cellular phone with a minimum of 500 anytime minutes per month for use by the site resident engineer/technician.

WORK ZONE PAVEMENT MARKING AND REMOVAL

Effective: December 29, 2008

This work shall consist of installing and removing temporary pavement marking according to Section 703 of the Standard Specifications and the following:

Paint pavement marking shall be used on the final wearing surface when the temporary pavement marking will conflict with the permanent pavement marking such as on tapers, crossovers and lane shifts.

All temporary paint on the final wearing surface shall be removed according to Article 1101.12 Water Blaster with Vacuum Recovery and the applicable portions of Section 703 of the Standard Specifications and as described herein.

Add the following paragraph to Article 1101.12 of the Standard Specifications.

For the high pressure water spray, the pressure at the nozzle shall be approximately 25,000 psi with maximum flow rate of 15 gal/min. The nozzle shall be in close proximity to the pavement surface.

HOT-MIX ASPHALT MIXTURE IL-9.5FG (BMPR)

Effective: July 1, 2005

Revised: December 28, 2010

Description. This work shall consist of constructing fine graded hot-mix asphalt (HMA) surface course or leveling binder with an IL-9.5FG mixture. Work shall be according to Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

Materials. Revise Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, or FA 21. For mixture IL-9.5FG, the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.”

Mixture Design. Add the following to the table in Article 1030.04(a)(1):

| “High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} ” | | |
|---|------------------|------------------|
| Sieve Size | IL-9.5FG | |
| | min | max |
| 1 1/2 in (37.5 mm) | | |
| 1 in. (25 mm) | | |
| 3/4 in. (19 mm) | | |
| 1/2 in. (12.5 mm) | | 100 |
| 3/8 in. (9.5 mm) | 90 | 100 |
| #4 (4.75 mm) | 60 ^{4/} | 75 ^{4/} |
| #8 (2.36 mm) | 45 ^{4/} | 60 ^{4/} |
| #16 (1.18 mm) | 25 | 40 |
| #30 (600 μm) | 15 | 30 |
| #50 (300 μm) | 8 | 15 |
| #100 (150 μm) | 6 | 10 |
| #200 (75 μm) | 4 | 6.5 |
| Ratio Dust/Asphalt Binder | | 1.0 |

4/ When used as level binder placed less than 1 in. (25 mm) thick, the min and max percent passing shall each be increased 5%.

Revise the table in Article 1030.04(b)(1) of the Standard Specifications to read:

| “VOLUMETRIC REQUIREMENTS High ESAL | | | | | |
|---------------------------------------|---|---------|---------|------------------|---|
| N _{design} | Voids in the Mineral Aggregate (VMA), % minimum | | | | Voids Filled with Asphalt Binder (VFA), % |
| | IL-25.0 | IL-19.0 | IL-12.5 | IL-9.5 | |
| 50 | 12.0 | 13.0 | 14.0 | 15 ^{1/} | 65 - 78 |
| 70 | | | | | 65 - 75 ^{2/} |
| 90 | | | | | |
| 105 | | | | | |

1/ The VMA for IL-9.5FG shall be a minimum of 15.0 percent.

2/ The VFA range for IL-9.5FG shall be 65 - 78 percent.”

Quality Control/Quality Assurance (QC/QA). Revise the second table in Article 1030.05(d)(4) to read:

| DENSITY CONTROL LIMITS | | | |
|----------------------------|--------------------------|------------------------------|-------------------------------|
| Mixture Composition | | Parameter | Individual Test ^{3/} |
| IL-9.5FG | Lifts < 1.25 in. (32 mm) | N _{design} 50 - 105 | 91.0 – 97.0% ^{2/} |
| | Lifts ≥ 1.25 in. (32 mm) | N _{design} 50 - 105 | 93.0 – 97.0% |
| IL-9.5, IL-12.5 | | N _{design} ≥ 90 | 92.0 – 96.0 % |
| IL-9.5, IL-9.5L, IL-12.5 | | N _{design} < 90 | 92.5 – 97.4 % |
| IL-19.0, IL-25.0 | | N _{design} ≥ 90 | 93.0 – 96.0 % |
| IL-19.0, IL-19.0L, IL-25.0 | | N _{design} < 90 | 93.0 – 97.4 % |
| All Other | | N _{design} = 30 | 93.0 ^{1/} - 97.4 % |

1/ 92.0 % when placed as first lift on an unimproved subgrade.

2/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

3/ Bulk Specific Gravity and Density that are determined using coated samples must be in accordance with ASTM 1188-96.

CONSTRUCTION REQUIREMENTS

Leveling Binder. Revise the table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

| "Leveling Binder | |
|---|---------------------------------------|
| Nominal, Compacted, Leveling Binder Thickness, in. (mm) | Mixture Composition |
| ≤ 1 1/4 (32) | IL-9.5, IL-9.5 FG, or IL-9.5L |
| > 1 1/4 to 2 (32 to 50) | IL-9.5, IL-9.5FG, IL-9.5L, or IL-12.5 |

The density requirements of Article 1030.05(d)(4) shall apply for leveling binder, machine method, when the nominal, compacted thickness is: 3/4 in. (19 mm) or greater for IL-9.5FG mixtures, 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures, and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

Compaction. Revise Table 1 in Article 406.07(a) of the Standard Specifications to read:

| "TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA | | | | |
|--|---|---------------------|---|--|
| | Breakdown Roller (one of the following) | Intermediate Roller | Final Roller (one or more of the following) | Density Requirement |
| Level Binder: (When the density requirements of Article 406.05(c) do not apply.) | P 3/ | - - | VS, P 3/, TB, TF, 3W | To the satisfaction of the Engineer. |
| Level Binder: (When placed at $\leq 1 \frac{1}{4}$ (32 mm) and density requirements apply.) | TB, 3W | P 3/ | VS, TB, TF | As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7). |
| Binder and Surface 1/ (When the density requirements of Article 406.05(c) apply.) | P 3/, TB, 3W | P 3/ | VS, TB, TF | As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7). |
| Bridge Decks 2/ | TB | - - | TF | As specified in Articles: 582.05 and 582.06. |

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One TB may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A vibratory roller (VD) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.

Basis of Payment. Add the following two paragraphs after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-9.5FG will be paid for at the contract unit price per Ton for HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, N50."

BOLLARD REMOVAL

This work shall consist of the removal of existing bollards within the project limits at the locations listed in the schedule of quantities.

Materials shall be disposed of in accordance with Article 202.03

Method of Measurement. This work shall be measured for payment on an each basis.

Basis of Payment. This work will be paid at the contract unit price per Each for BOLLARD REMOVAL.

CONCRETE FOUNDATION, TYPE E

This work shall consist installing a Concrete Foundation, Type E, of the diameter specified in the plans in accordance with Section 878 of the Standard Specifications for Road and Bridge Construction and State Standard 878001 with no exceptions.

The proposed location of the Concrete Foundation, Type E may be moved in the field to avoid conflicts at the approval of the Engineer. If foundation is moved to an area not within the removal limits shown on the plans, removal of the existing sidewalk or earth disturbance shall be completed in accordance with Section 895 of the Standard Specifications for Road and Bridge Construction and any applicable notes or Special Provisions provided in these construction documents.

Any rock excavation required to achieve appropriate depth for the traffic signal foundation shall be conducted according to Section 502 Excavation for Structure of the Standard Specifications for Road and Bridge Construction

Basis of Payment. This work will be paid for at the contract unit price per foot for Concrete Foundation, Type E, 30" Diameter or Concrete Foundation, Type E, 36" Diameter, or Concrete Foundation, Type E, 42" Diameter which price shall be payment in full for all labor, material, and equipment necessary to perform the work described above.

CONCRETE MEDIAN (SPECIAL)

This work shall consist of constructing islands in accordance with Section 606 of the Standard Specifications, District 2 Standard 4.1, as shown in the plans, and as directed by the Engineer. This work shall include the combination curb and gutter, sidewalk, aggregate fill, concrete median surface, and solid concrete median.

Basis of Payment. This item will be paid for at the contract unit price per Square Foot for CONCRETE MEDIAN (SPECIAL) and will be measured for payment from edge of pavement to edge of pavement.

CONCRETE MEDIAN, TYPE SM (SPECIAL)

This work shall consist of constructing solid medians in accordance with Section 606 of the Standard Specifications, as shown in the plans, and as directed by the Engineer. Curb and gutter will be a different type on either side of the median and is to be formed according to the type shown in the plans.

Basis of Payment. This item will be paid for at the contract unit price per Square Foot for CONCRETE MEDIAN, TYPE SM (SPECIAL) and will be measured for payment from edge of pavement to edge of pavement.

DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE

This work shall consist of furnishing the materials and constructing a double handhole in accordance with the applicable Articles of Section 814 and 1059 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of 1/2" in the proposed double handhole. The Contractor shall submit this material to the Engineer prior to construction of the double handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast double handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Basis of Payment. This work will be paid for at the contract unit price per Each for DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE, which price shall be payment in full for all labor, materials, and equipment required to provide the double handhole described above as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the double handhole.

DUCTILE IRON WATER MAIN

This Supplemental Specification amends the provisions of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

This special provision shall cover all ductile iron water main, including any fittings. It shall cover the following items:

- **DUCTILE IRON WATER MAIN TEE** of the type specified
- **DUCTILE IRON WATER MAIN BENDS** of the type and size specified
- **WATER VALVES** of the size specified
- **DUCTILE IRON SLEEVES** of the size specified
- **CUT AND CAP EXISTING WATER MAIN** of the size specified
- **STANDARD TEST CONNECTION** of the size specified
- **FIRE HYDRANT ASSEMBLY COMPLETE**
- **VALVE VAULT**

561.01 Description

Add this sentence to this Article:

This work shall include but not be limited to the supply and installation of vaults and bases; supply and installation of frames and lids, and backfilling as shown on the plans and/or as directed by the Engineer.

561.02 Materials

Revise this Article to read:

All water main shall be ductile iron pipe manufactured in the USA in accordance with the latest revision of ANSI/AWWA C150/21.50 and C151/A121.51, of the pressure class 350, cement lined meeting ANSI/AWWA C104/A21.4* with push-on joints meeting ANSI/AWWA C111/A21.11*. Pipe shall have standard asphaltic coating on the exterior.

Water main pipe and fittings shall be polyethylene wrapped in accordance to ANSI/AWWA C105/A21.5*. Any tears or holes in polyethylene wrap shall be repaired to the satisfaction of the Engineer.

Trace wire shall be #14 AWG copper clad steel wire, or #14 AWG solid copper wire with 30 mil high molecular weight polyethylene insulation.

Blue plastic pipe line markers with test screws shall be as manufactured by Rhino, or approved equal.

Direct bury wire nuts shall be waterproof with a UL 486D rating listed as a sealed wire connector system. For use on copper/copper wire in damp, wet, direct bury locations. Connectors shall be rated for #22/max #8 wire range, with a temperature rating of 105°C (122°F). Silicone Sealant temperature rating shall be -45°F to 400°F.

Direct bury lug shall be one piece, water and corrosion proof, pre-filled with a non-hardening dielectric silicone sealant, and has a temperature rating of -45°F to 400°F. Lug shall be manufacturer approved for direct bury on solid copper wire with a #14 - #10 AWG range.

VALVES - 3" to 8" IN DIAMETER AND ALL TAPPING VALVES:

Valves shall conform to the latest revision of AWWA Standard C-509 covering resilient seated gate valves and be approved by ULFM. The valves shall be non-rising stem, opening by turning stem left (counterclockwise) and provided with 2" square operating nut with the word Open and an Arrow cast in the metal to indicate direction to open. The wedge shall be of cast iron completely encapsulated with rubber. The sealing rubber shall be permanently bonded to the cast iron wedge to meet ASTM tests for rubber metal bond ASTM D429. Stems for NRS assemblies shall be cast bronze with integral collars in full compliance with AWWA. The NRS stem stuffing box shall be the o-ring seal type with two rings located above thrust collar. The two O-rings shall be replaceable with valve fully open and subjected to full rated working pressure. There shall be two low torque thrust bearings located above and below the stem collar. The stem nut shall be independent of wedge and shall be made of solid bronze. There shall be smooth, unobstructed waterway free of all pockets, cavities and depressions in the seat area.

The body and bonnet shall be coated with fusion-bonded epoxy both interior and exterior. The bonnet and stuffing box bolts and nuts shall be 304 stainless steel.

Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from factory, each valve shall be tested by hydrostatic pressure equal to requirements for both AWWA (twice the specified working pressure) and 400-PSI ULFM requirements.

All fittings and valves shall be mechanical joint type. All mechanical joints shall be constructed with Cor-Blue T-bolts (NSS) or approved equal.

Approved Gate Valves are: Clow Resilient Wedge Valve, F-6100
Mueller Resilient Wedge, 2360 Series

Valve boxes shall be installed with all valves and as per City of Moline Detail #30. They shall be set on clean crushed stone. Valve box lid shall be embossed with "WATER". Approved valve boxes are:

For gate valves: Tyler 6860
Tyler 6860 w/ #6 base or Tyler 6850 w/ rubber boot between valve & box base

Valve boxes shall be incidental to WATER VALVE, 4", 6", or 8".

This work shall be paid for at the contract unit price per Each "VALVE" of the size and type specified, which shall include cast iron valve box and cover and thrust blocking.

VALVES – 10” AND ABOVE:

BUTTERFLY VALVES - shall be Class 150B conforming to ANSI/AWWA C504*. The 2 inch square operating nut shall connect to the stainless steel shaft through an operator with a minimum gear ratio of 120:1. Butterfly valves shall be installed in a valve vault with the frame and lid centered over the operating nut. Construction of Valve Vaults shall be in accordance with Section 602 of the Standard and the City of Moline Standard detail #31.

Valve vaults are incidental to WATER VALVE, 16”.

Approved butterfly valves are: Pratt Groundhog
M &H / Clow
Mueller Line Seal III

FIRE HYDRANT ASSEMBLIES:

Fire Hydrants shall be manufactured in accordance with AWWA Standard C502, be listed by Underwriters Laboratories, Inc. and have Factory Mutual Research approval.

Fire Hydrants shall be designed for 250 psi working pressure and tested to 400 psi hydrostatic pressure.

Fire Hydrants shall be backed by manufacturer’s 10-year limited warranty.

Fire Hydrants shall be dry-top center stem construction having an O-Ring sealed lubrication reservoir.

Fire Hydrant shall be manufactured with operating nut and thrust nut made of bronze, with bearings located both above and below the thrust collar and with operating nut protected by a cast-iron weather shield.

Fire Hydrant shall be manufactured with nozzles mechanically locked into the barrel and having O-Ring pressure seals.

Fire Hydrant shall be a “Traffic Model”, complete with safety flanges and steel stem coupling.

Nozzle section must rotate 360 degrees.

Fire Hydrant shall be manufactured with a main valve seat ring of bronze threaded into a bronze drain ring.

A 360 degree drain channel shall have a minimum of two drain outlets.

Fire Hydrant shall have an upper valve plate and two urethane rubber facings that activate the drain ports.

Fire Hydrant shall be manufactured with a lower valve plate that bottoms out in the shoe for maximum opening.

Fire Hydrant shall have a 1-1/2" pentagon operating nut and open left.

Fire Hydrant shall be 3 way with two 2-1/2" and one 4-1/2" NSHT nozzles.

Fire Hydrant shall be painted safety orange.

Fire Hydrant shall have 6" mechanical joint inlet.

Fire Hydrant shall be manufactured with a minimum main valve opening of 5-1/4 inches.

Fire Hydrant valve shall be restrained to Hydrant tee, and Hydrant shall be restrained to Hydrant valve. MJ Field Lok accessories are approved. All bolts shall be Cor-Blue or approved equal. See City of Moline Standard Detail #35.

Approved hydrants are: Mueller Super Centurian 250
 Clow Medallion
 Watrous WD67/250 Pacer

Fittings shall be manufactured in the U.S.A. and be ductile iron or gray cast iron. Ductile iron fittings shall conform to either ANSI/AWWA C110/A21.10* or C153/A21.53*. Gray iron fittings shall be in accordance with ANSI/AWWA C110/A21.10*. Fittings shall have a standard asphaltic coating on the exterior. Fittings shall also have a cement mortar lining on the interior in accordance with ANSI/AWWA C104/A21.4*. Connecting pipe shall be at least 18 inches long.

Thrust blocking shall be cast-in-place concrete (3500 psi) bearing against undisturbed soil.

Reaction load shall be calculated as follows:

Bends: $R=236 \times (I.D.)^2 \times \sin(\frac{1}{2} \text{ angle of bend})$
Cross, Tee, or Plug: $R=118 \times (I.D.)^2$

If necessary to provide restrained joints for proper retention, either thrust blocking or a combination of a metal harness or retainer gland with thrust blocking may be used. The metal harness shall consist of 3/4 inch tie rods and metal socket clamps ("Cor-ten" eye bolts or Duc-Lugs). This assembly shall be completely coated with grease (no oxide) before backfilling.

Approved retainer glands are: EBBA Iron – Mega Lug Series 1100
 US Pipe - MJ Field Lok Accessories

561.03 General

Add to this Article:

- (c) All water distribution items shall be in accordance with Sections 562, 564 and 565 of the Standard Specifications, these supplemental specifications, and applicable sections of Division IV "WATER DISTRIBUTION" and Division V "STANDARD DRAWINGS" of the Specifications for Water and Sewer Construction in Illinois and City of Moline Standard details as shown in the plans.
- (d) Water mains shall have a minimum of five (5) feet cover in all directions.
- (e) Whenever pipe laying is not in progress, the open end of all pipe/fittings shall be plugged with a Clow F-1147 or equal plug.
- (f) Where casing pipe is required, it will be paid for separately at the contract unit price per FOOT for "WATER MAIN ENCASEMENT".
- (g) When necessary to deflect pipe from a straight line, the degree of deflection shall be approved by the Utilities Department representative. Maximum permissible deflection shall be three (3) degrees or 12 inches on a 20-foot length pipe.
- (h) Any interruption of service shall be held to a minimum length as determined and approved by the Utilities Department representative. Any damage to existing mains or services shall be repaired immediately.
- (i) No valve, hydrant, or other control on the existing system shall be operated for any purpose by the Contractor. The City will fill and flush all water mains. The Contractor may air test installations prior to city testing.

Should the Contractor need an onsite water source for construction purposes, the Contractor will be required to pay for all water used. Contractor shall contact the City of Moline Water Department and apply for a meter. The Water Department will install a meter at the nearest hydrant. The Contractor will be billed at the current city water rate. Water used for flushing as well as disinfection and pressure testing shall be incidental to disinfection and pressure testing.

- (j) Trace wire shall be installed on all water mains. Typical hydrant branches that are perpendicular to the water main do not require trace wire. Trace wire shall be installed on non-typical hydrant branches, i.e., dog-legged hydrant branch.

Connections into existing trace wire, connections into trace wire used during water main bores, connections between one spool of trace wire to another and other similar connections shall be made using a direct bury wire nut. When connecting trace wire ends together, strip 5/8" of insulation from the end of each wire. Insert the two ends firmly into the direct bury wire nut. Twist the wire nut clockwise while pushing the wires firmly into the nut. Do not over torque. Tie the wires in a knot. See Moline Standard Detail #31.

Connections of trace wire at tees, crosses and at locations where the trace wire will be brought to the surface shall be conducted using a direct bury lug. See Moline Standard Detail #34.

Trace wire shall be installed in a continuous fashion. Install trace wire on top of the water main and secure to polyethylene wrap every five (5) feet with tape. See Moline Standard Detail #32.

Bring trace wire to surface at every valve box, vault, blue plastic marker, dead end hydrant and as called out on the plans. Trace wire shall be brought to the surface at least every one thousand (1,000) feet. Take care not to damage the wire coating. Repair damaged coating with electrical tape.

Trace wire shall be brought up in all valve boxes. Spiral (three turns) the trace wire up the outside of the valve box. Drill a 3/16" hole 4-1/2" from the top of the valve box. Extend the wire through the hole and tie a knot. Coil enough wire on the inside of the box to extend 12 inches above ground. See Moline Standard Detail #27.

Trace wire shall be brought up in all vaults. Trace wire shall be brought up the outside of the vault and through the concrete vault, not between the concrete vault and frame. A coil sufficient to extend 12 inches above ground shall be fastened to the vault. The hole shall be grouted water tight. The wire shall be opposite the steps, if applicable, and not hinder access to the vault. The trace wire on the main shall extend through the vault. See Moline Standard Detail #31.

Blue plastic pipe line markers with test screws shall be installed as directed by the engineer. Bury a four foot u-channel post two feet in the ground, run the trace wire up through the marker and slide the blue plastic marker over the post. Bury the bottom six inches of the marker. Connect the trace wire to the brass connecting screws and label the screws with a permanent marker as directed by the Engineer. See Moline Standard Detail #33.

Trace wire shall be brought up at all dead end hydrants through 3/4" x 12" long schedule 40 PVC pipe with solvent welded cap. Pipe shall be buried such that the cap is just above grade and below the hydrant ground ring. Drill a 3/16" hole in the pipe just below the cap. Trace wire shall be extended through the pipe, out the hole and knotted with 12 inches outside the pipe. See Moline Standard Detail #38.

Trace wire shall be incidental to DUCTILE IRON WATER MAIN of the size specified.

- (k) Disinfection and Hydrostatic Testing: Disinfection and pressure testing procedures shall be performed by the Department of Public Works staff for all water mains and services 4 inches and larger. Hydrostatic pressure tests shall be made with a minimum pressure of 150 psi for a period not less than one (1) hour and not more than six (6) hours. The basic provisions of AWWA C600 shall be applicable for both pressure and leakage testing except that no leakage shall be allowed. The contractor shall install standard test connection(s) as requested by city in order to complete testing. See detail #39.

The Contractor shall provide the City with 48 hour notice for disinfection/pressure testing to allow for scheduling.

The first disinfection and pressure test will be done at no charge to the contractor. All subsequent tests required due to failing tests will be at the Contractor's expense.

The rate to be charged for City staff to perform pressure testing and disinfection of water main and/or services 4" and larger are as follows:

| | |
|---|-------------|
| 0 to 500 feet | \$725.00 |
| Over 500 feet, but less than 1,000 feet | \$1.30/foot |
| Over 1,000 feet | \$0.85/foot |

The footage shall be based on the total footage of a specific project and not each individual segment. For work contracted with the City of Moline, the charges to the contractor will be deducted from the retainage payment at the completion of the project.

Article 45-3 of Specifications for Water & Sewer Main Construction, Construction Details

Add to this Article:

Precast concrete blocking shall be used to support hydrants as shown on the City of Moline Standard details. Sufficient clean 1 inch rock or equivalent shall be placed around the base of the hydrant to provide an adequate drain field. Rock must be placed to a minimum depth of 6 inches above the lower flange.

Where fire hydrant assemblies are called for, they shall include the required 6 inch gate valve and cast iron valve box and 6 inch Pressure Class 350 D.I.P. connecting pipe and fittings, as shown on the City of Moline Standard details and detailed on drawings.

Fire hydrant depth of bury shall be limited to 7 feet. If depth of bury would exceed 7 feet, provide two 45-degree fittings with thrust blocks in connecting to limit depth of bury to 6 feet.

561.05 Basis of Payment

Revise this Article to read:

DUCTILE IRON WATER MAIN - This work will be paid for at the contract unit price per Foot of the size specified, which shall include trench excavation, fittings, thrust blocks, tie rods, restrained joints, as required, bedding (except extra bedding), disinfection, and taps.

Poor subgrade that will not support the pipe will be reviewed according to 104.03 to determine if additional payment is warranted for repairing the trench bottom. Failure on the Contractor's part to adequately dewater the trench will not be a basis for additional payment.

TRENCH BACKFILL – This work shall be measured for payment in accordance with the 2nd paragraph of Article 208.04 of this supplemental specification and the City of Moline Standard Detail #19. This work shall be paid for at the contract unit price per Cubic Yard.

DUCTILE IRON WATER MAIN TEE – This work shall be paid for at the contract unit price per Each of the type specified.

DUCTILE IRON WATER MAIN BENDS – This work shall be paid for at the contract unit price per Each of the size and type specified.

WATER VALVES - This work shall be paid for at the contract unit price per Each of the size specified. The unit price of this item shall also include the valve box.

DUCTILE IRON SLEEVES – This work shall be paid for at the contact unit price per Each of the size specified.

CUT AND CAP EXISTING WATER MAIN – This work shall be paid for at the contract unit price per Each of the size specified.

STANDARD TEST CONNECTION – This work shall be done in accordance with City of Moline Standard #39 and paid for at the contract unit price per Each of the size specified.

FIRE HYDRANT ASSEMBLY COMPLETE - This work shall be paid for at the contract unit price per Each, which shall include the 6 inch gate valve, valve box, 6 inch connecting pipe and fittings with bedding, (except extra bedding) and thrust blocking, as per City of Moline Standard #38.

FILLING VALVE VAULTS

This item shall be done in accordance with the City of Moline Standard Details, applicable sections of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction, and applicable sections of the Standard Specifications for Water & Sewer Main Construction in Illinois.

This item shall also include the removal of all castings and sections of all vaults to an elevation a minimum of 3 feet below finished grade. Vaults shall be filled with moist aggregate in accordance with Section 1003.01 of the Standard Specifications and compacted. All backfill shall be incidental to this item and no addition compensation will be allowed.

All castings shall become the property of the City of Moline.

This work will be paid for at the contract unit price per Each for FILLING VALVE VAULTS.

FIRE HYDRANTS TO BE REMOVED

VALVE BOXES TO BE REMOVED

This item shall be done in accordance with the City of Moline Standard Details, applicable sections of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction and applicable sections of the Standard Specifications for Water & Sewer Main Construction in Illinois.

This item shall include removal existing hydrants, hydrant line valves and valves as noted on the plans. These items shall become the property of the City of Moline.

All holes shall be backfilled with moist aggregate and compacted. Backfilling shall be incidental to these items. Hydrants shall be removed to an elevation a minimum of 3' below finished grade and abandoned water lines shall be plugged to the satisfaction of the Engineer.

This work will be paid for at the contract unit price per Each for FIRE HYDRANTS TO BE REMOVED and VALVE BOXES TO BE REMOVED. Plugging of abandoned water lines shall be incidental to these items.

FULL ACTUATED CONTROLLER AND TYPE IV CABINET

This work shall be in accordance with Sections 857, 1073, and 1074 of the Standard Specifications except as modified herein.

The Contractor shall provide all labor, materials, and equipment required for the work described above. The cost of this work shall be included in the bid price for this pay item. There will be no additional compensation for this work.

The cabinet and controller shall be compatible with the existing Econolite closed loop system and Aries remote monitoring software.

The traffic signal cabinet shall have a NEMA TS-2 back panel. The cabinet shall include a malfunction management unit to allow enhanced fault monitoring capabilities. The malfunction management unit shall support flashing yellow arrow operation and be a Reno A&E model MMU-1600G equipped with a graphical display and Ethernet port.

The controller shall be an Econolite ASC/3-2100 NEMA TS-2 Type 2 controller.

The malfunction management unit shall be equipped with the latest software and firmware revisions. The cabinet shall be equipped with a plexi-glass shield that covers the power panel which houses the mercury bus relay, line filter, circuit breakers, and other electrical components.

The cabinet shall be equipped with a plexi-glass shield that covers the thermostat and a fluorescent lighting assembly that turns on when the door is opened. The fluorescent lighting assembly shall be equipped with cold weather ballast and mounted in a location that will not interfere with cabinet maintenance.

The traffic signal cabinet shall be equipped with a sixteen load switch back panel to accommodate future expansion.

The cabinet shall be furnished with a compact heater strip to be used for moisture reduction during cold weather. The heater shall be thermostatically controlled, operate at 120 volts, have a minimum wattage of 150 watts, a maximum wattage of 250 watts, have a shield to protect service personnel and equipment from damaging heat, be separately fused, and be mounted where it does not interfere with a person working in the cabinet.

The cabinet shall be equipped with a twenty-four fiber wall mountable interconnect center and two six-fiber bulkheads. The cabinet shall also be equipped with any and all other components necessary to provide for a complete and functional fiber optic telemetry.

The cabinet shall be equipped with toggle switch guards for all switches located on the door to prevent accidental switching. The cabinet shall include a high quality deluxe pleated filter.

The cabinet shall be equipped with additional surge protection for the controller, malfunction management unit, and detector amplifiers, and/or video detection system. The surge protector shall be a Transtector model ACP100BWN3 and shall be included in addition to an EDCO SHA-1250 IRS protector. The EDCO SHA-1250 IRS surge protector is to be provided in accordance with Section 1085.47 A(4a) and shall be wired to provide surge protection for the controller, malfunction management unit, and detector amplifiers. The Transtector surge suppressor may be wired to the equipment protected power terminals of the EDCO SHA-1250 IRS unit provided that the controller, MMU, and detection system are protected.

The Contractor shall set up each cabinet in his or her shop for inspection by the Engineer. All phases that are utilized shall be hooked up to a light board to provide observation for each signal indication. The Engineer shall be notified when the setup is complete so that all pertinent timings may be entered into the each traffic signal controller. The facility shall be subject to a 7 day burn-in period before installation will be allowed.

The Contractor shall ground and safety-bond the controller cabinet in accordance with NEC requirements.

After installing the cabinet in the field, prior to resuming normal signal operation, the Contractor shall test the cabinet by connecting a jumper to the cabinet field terminals to ensure that all conflicting signals will place the cabinet into conflict flash and to verify that the cabinet, controller, and malfunction management unit are operating correctly. The Contractor shall make arrangements with the local police agency to provide traffic control during the conflict test.

Basis of Payment. This work will be paid for at the contract unit price per Each for FULL ACTUATED CONTROLLER AND TYPE IV CABINET and shall be payment in full for all labor, materials, and equipment required to provide, test, and install the equipment described above.

HANDHOLE

This work shall consist of furnishing the materials and constructing a handhole in accordance with the applicable Articles of Section 814 and 1088 of the Standard Specifications with the following modifications:

This work shall apply to traffic signal handholes only.

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of ½" in the proposed handhole. The Contractor shall submit this material to the Engineer prior to construction of the handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Basis of Payment. This work will be paid for at the contract unit price per Each for HANDHOLE, which price shall be payment in full for all labor, materials, and equipment required to provide the handhole described above, as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

HANDHOLE SPECIAL

Description. This work shall consist of furnishing and installing special handholes at the locations indicated in the Contract Documents. These handholes are for the Intelligent Transportation Systems (ITS) fiber optic network.

General. Set handholes flush with the surface when constructing in a sidewalk or driveway. Set handholes approximately 1 inch above the finished surface of the surrounding ground when constructing in an earth embankment or non-paved surface. Install aggregate bedding below the handhole. Conduit shall enter the handhole from the bottom and extend conduit ends between 4 and 6 inches above the aggregate bedding. Side penetrations are not permitted. Plug all open conduit ends within the handhole in a manner acceptable to the Engineer. Rodent proof all handholes to the satisfaction of the Engineer.

WORK UNDER SEPARATE CONTRACT

The DOT plans to initiate a separate contract, possibly executed simultaneously with and/or after this project, to install fiber optic cable and place the network into service (light the fiber network) and supply and install cameras, sensors, dynamic message signs, lane utilization signs, and other related equipment in or on the cabinets, poles, and other items existing or installed under this contract to provide a complete and functioning network of ITS devices.

Materials. Handholes shall be provided and installed as shown in the contract documents. All HANDHOLE SPECIAL shall have furnished covers with the words "FIBER OPTIC". Supply handholes constructed of epoxy or polyester resin mortar with woven glass fiber reinforcement and an appropriate aggregate dimensioned as indicated in the Contract Documents. Handhole materials shall not support combustion when tested in accordance with "Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position" ASTM D-635. Water absorption shall not exceed two percent of the original weight of material under test conditions per "Standard Test Method for Water Absorption of Plastics" ASTM D-570. The handhole shall be functional without failure throughout a temperature range of -50 to 170 deg. F. The handhole walls shall not deflect more than 0.024 inches per foot of length of box when installed and subject to an ASTM C-857 TIER 150 load. Handhole lid strength shall be 20,000 lbs. The Engineer shall provide approval prior to use of any alternative material handholes satisfying the Contract Documents requirements for structural, physical, and chemical properties.

Basis of Payment. This work will be paid for at the contract unit price per Each for HANDHOLE SPECIAL which price shall include all material, storage, and labor required for complete installation of the handholes, as shown on the contract plans and as specified herein. It includes surface excavations and repair or re-grading of any nearby areas, proper water/moisture drainage materials all necessary electric grounding materials, and installation.

LIGHT POLE, SPECIAL

Description. This work shall consist of furnishing and installing a 45’ aluminum light pole complete with a 14’ davit arm with 10’ radius as detailed in the plans, including all hardware and accessories required for the intended temporary or permanent use of the pole.

Materials. Materials shall be according to the following:

- (a) Light Poles.....1069.01-1069.02
- (b) Pole/Unit Identification.....1069.06

Installation. Shall be in accordance with Article 830.03 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per Each for LIGHT POLE, SPECIAL, which shall be for an aluminum light pole with a 45’ mounting height, and a 14’ davit arm as detailed in the plans.

LUMINAIRE (SPECIAL)

Description. This work shall consist of furnishing and installing a horizontal mount luminaire with a 180W light emitting diode (LED) light engine package.

Materials. Materials shall be according to the following:

- (a) Wire in the Pole.....1066.09
- (b) Fuseholders and Fuses.....1065.01
- (c) Fasteners and Hardware.....1088.03
- (d) Lightning Protection.....1065.02

- (e) Luminaire. The luminaire shall be Philips/Lumec RoadStar model #GPLM-180W98LED4K-ES-LE2-UNIV-API-BL-BO-NP, with the options as noted in the catalog number.
 - 1. Information Required. Each bidder shall submit with his proposal the following information relative to the proposed luminaire:
 - a. Outline drawing.
 - b. Complete description and weight.
 - c. Candlepower distribution curve showing the light distribution in the 70° cone and in a vertical plan through the maximum beam.
 - d. Isolux curves.
 - e. Utilization efficiency charts.
 - f. Luminaire efficiency.
 - g. Projected area in square feet.
 - h. Manufacturer’s name and catalogue designation of the luminaire.
 - i. IES formatted photometric curve in electronic format.

2. Assembly. Each luminaire shall be delivered completely assembled, wired, and ready for installation. It shall consist of die cast A360 aluminum housing, LED light engine assemblies, terminal block, grounding lug, tool free driver-door access panel, electronic drivers, gaskets, bubble level, ANSI/NEMA wattage decal, four bolt slip fitter, bird guard, and all necessary hardware.
3. Vibration Resistance: The luminaire shall meet the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100,000 cycles by an independent lab).
4. Finish. Color to be natural aluminum paint (NP) and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.
5. Photometric Requirements. The manufacturer shall demonstrate that the luminaires meets or exceeds the specified photometric requirements. The manufacturer shall provide photometric calculations using published luminaire data as part of the submitted package. The proposal shall contain luminaire photometric performance with results equal to or better than those listed as minimum requirements identified below in this Special Provision. Submittal information shall include computer-analysis based calculations, based on the controlling given conditions which demonstrate achievement of all listed performance requirements. Computer calculations shall be performed for the roadway lighting. The submitted roadway lighting calculations shall be performed in accordance with the American National Standard Institute (ANSI)/ Illuminating Engineering Society of North American (IESNA) Practice for Roadway Lighting, ANSI/IESNA RP-8-2000, and shall include point-by-point illuminance, veiling luminance, and include a listing of all indicated averages and ratios.

STATE OF ILLINOIS
 PHOTOMETRY PERFORMANCE TABLE

(180-WATT LED LUMINAIRE)

| GIVEN CONDITIONS | | |
|-------------------------|--|---------------------|
| ROADWAY DATA | Pavement Width | 24 Feet |
| | Number of Lanes | 2 in each direction |
| | Median Width | 30 Feet |
| | I.E.S. Surface Classification | R3 |
| | Q-Zero Value | .07 |
| LIGHT POLE DATA | Mounting Height | 45 Feet |
| | Mast Arm Length | 14 Feet |
| | Pole Set-Back From Edge of Pavement | 7 Feet |
| LUMINAIRE DATA | Lamp Type | LED |
| | Lamp Lumens | 14,424 |
| | I.E.S. Vertical Distribution | Medium |
| | I.E.S. Control of Distribution | Full Cut-off |
| | I.E.S. Lateral Distribution | II |
| | Total Light Loss Factor | 0.684 |
| LAYOUT DATA | Spacing (same side of the roadway) | 150 Feet |
| | Configuration | Opposite |
| | Luminaire Overhang over edge of pavement | 7 Feet |

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

Performance Requirements

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

| | | |
|--------------|---|-----------------------|
| ILLUMINATION | Average Horizontal Illumination, E_{AVE} | 1.3 F.C. |
| | Uniformity Ratio, E_{AVE}/E_{MIN} | 3.0:1 |
| LUMINANCE | Average Luminance, L_{AVE} | 0.9 Cd/M ² |
| | Uniformity Ratio, L_{AVE}/L_{MIN} | 3.0:1 |
| | Uniformity Ratio, L_{MAX}/L_{MIN} | 5.0:1 |
| | Max. Veiling Luminance Ratio, L_V/L_{AVE} | 0.3:1 |

6. Light Engine: LifeLED™ composed of 4 main components: LED lamp/Optical System/Heat Sink/Two Drivers. Electrical components shall be RoHS compliant.
7. Lamp: LED Module (Included): LED type Philips Lumileds Rebel ES. Composed of 98 high-performance white LEDs, 180w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. 100,000 hour operating lifespan after which the system emits 70% of its original lumen output, all of those parameters shall be tested for 100% of light engines. LED module shall use a metal core board to insure greater heat transfer and longer lifespan of the light engine.
8. Optical System: (LE2), IES type II (asymmetrical) 0% uplight. Composed of high-performance acrylic collimators, optimized with varying beam angles to achieve desired distribution. System shall be rated IP66. Performance shall be tested per LM-63 and LM-79 (IESNA) certifying its photometric performance.
9. Heat Sink: Heat sink shall be built-in the upper housing, optimising the LEDs efficiency and life. Luminaire shall not use any cooling device with moving parts (passive cooling device).
10. Ballast. High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Lamp starting capacity -40F(-40C) degrees. Certified in compliance to cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees, located in a separate enclosure in order to protect from heat generated by the LEDs.

The current supplying the LEDs shall be reduced by the driver if the internal driver temperature exceeds 185F(85C), as a protection to the LEDs and the electrical components. Output shall be protected from short circuits, voltage overload and current overload. Automatic recovery after correction shall be provided.

11. Surge Protector: Surge protector shall be tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

12. Wiring: Internal luminaire wiring shall be Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.
13. Hardware: All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices shall be made and/or lined with EPDM and/or silicone and/or rubber.
14. Manufacturer's Warranty. The manufacturer shall warrant to the owner that each complete luminaire (consisting of the housing, optical assembly, LED arrays or assemblies, LED drivers, integral control devices, surge protection devices, and internal wiring/terminal blocks) shall be free from defects in material and workmanship for a period of five (5) years from the date that the luminaires are put into service.

The manufacturer shall warrant to the owner that the finish shall be free from defects in material and workmanship resulting in deterioration in the form of blistering, cracking, or peeling exhibited on more than 15% of the total finished surface area of the luminaire for a period of five (5) years from the date that the luminaires are put into service.

The manufacturer shall warrant to the owner that each complete luminaire (consisting of the housing, optical assembly, LED arrays or assemblies, LED drivers, integral control devices, surge protection devices, and internal wiring/terminal blocks) shall be free from defects in material and workmanship resulting in excessive lumen depreciation as defined by L70 Luminaire Lifetime (L70) or when 5% or greater of the discrete LED sources fail to illuminate for a period of five (5) years from the date that the luminaires are put into service. L70 shall be defined as 70% of the manufacturer published luminous flux data provided as part of the submittal package. Luminous Flux data shall be derived at the time of manufacture utilizing IESNA LM-79 testing methods.

Luminaires shall be installed and put into operation within one year of manufacture.

If any luminaires fail to meet the above warranty terms, the owner shall provide the manufacturer with a written notice of any defect within sixty (60) days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

Installation. Shall be in accordance with Articles 821.03 and 821.04 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per each for LUMINAIRE, LED, Horizontal Mount, (SPECIAL),

MANHOLES, SANITARY

This Supplemental Specification amends the provisions of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Manholes shall be constructed according to City of Moline Detail # 14 given in the plans.

602.04 Concrete

Revise this Article to read:

Structures shall be constructed of pre-cast reinforced concrete sections or cast-in-place concrete only.

Sanitary sewer structures:

The bottom, barrel and concentric transition sections of the manhole or flat top shall be constructed of precast reinforced concrete sections only. Sanitary Sewer manholes shall have a sealed exterior, sealed with bitumastic material meeting federal specification SSC153C, Type 1 or SSA 649D.

602.05 Brick Masonry

Revise this Article to read:

Brick masonry shall not be used for the construction or adjustment of structures.

602.06 Concrete Masonry Units

Revise this Article to read:

Concrete masonry units shall not be used for the construction or adjustment of structures.

602.07 Precast Reinforced Concrete Sections

Add this paragraph to this Article:

When required, a cast in place concrete collar shall be used. Adjustments shall be made using cast in place concrete or HI-SPEC grout TYPE "S" or approved equal. Drilled bars shall be used when extending walls to the proper elevation. Bars shall be #4, drilled 4" into existing walls at 12" centers. All reinforcement bars shall be epoxy coated. Any bricks and/or adjustment rings shall be removed and replaced with this method of adjustment.

The casting shall be sealed to the concrete with a mastic type material approved by the engineer.

Existing and un-used castings shall remain the property of the City and shall be delivered to a storage location determined by the City.

602.08 Steps

Revise this Article to read:

Steps are not required for valve vaults or manholes and shall be omitted.

602.11 Furnishing and Placing Castings

All castings shall be Type 1 Frames W/Bolted Lid, and shall be as follows:

This item shall include the furnishing of all labor, equipment and materials and the performing of all work required to remove and replace existing frames and lids of sanitary sewer manholes. New frames and lids unless otherwise noted shall be NEENAH R-1916C or equal, with a self-sealing lid stamped "SANITARY", concealed pick-hole and anchor bolts. The frame shall be bolted directly to the concrete section. Bolting to an adjustment ring will not be allowed.

Add this paragraph to (b) Placing for Rigid Pavements:

"Box-outs" shall be optional for valve vaults, manholes, valve boxes, cleanouts, inlets single and doubles, etc. All adjustments must be completed prior to pavement placement or finishing box-outs.

Revise the second paragraph of (c) Placing for Flexible Pavements to read:

After the finish surface has been placed, the structures shall be adjusted to grade using Concrete "Box-outs" constructed according to City of Moline Standard Details. Adjustment shall be required for valve vaults, manholes, valve boxes, cleanouts, inlets single and doubles, etc.

602.15 Cleaning

Add this paragraph to this Article:

Pressure testing of sanitary manholes shall be in accordance with the "Illinois Recommended Standards for Sewage Works and the Design Criteria for Pressure Sewer Systems" except as follows.

Section 370.32 (h) Joints and Infiltration

2) Leakage Testing

- A) All main line sewers on new development projects shall be tested. On reconstruction projects where laterals have already been connected, testing will not be required.

- B) Leakage testing for manholes with frame in place shall be in accordance with ASTM C1244-02, "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test"

602.16 Basis of Payment

Add these paragraphs to this Article:

Connection of new structures to new and/or existing storm sewers shall be incidental to these items. All required pipe for said connections shall also be incidental.

Any additional adjustments required for new and/or reconstructed structures to meet the design elevation will be incidental to the item.

These items include the furnishing of all labor, equipment and materials and the performing of all work required to adjust frames, lids or tops of inlets, valve boxes, hand-holes, manholes, etc. to fit the finished surface elevation of the completed pavement, top of curb, sidewalk, driveway or ground.

This work shall be paid for at the contract unit price per Each for MANHOLES, SANITARY, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID or MANHOLES, SANITARY, 6' DIAMETER, TYPE 1 FRAME, CLOSED LID.

PLUG EXISTING PIPE

This item shall be done in accordance with the City of Moline Standard Details, applicable sections of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction and applicable sections of the Standard Specifications for Water & Sewer Main Construction in Illinois.

This item shall consist of filling all existing water mains within the project limits that are called out on the plans with an approved controlled low strength material and plugging all ends with concrete or a tightly sealed twist plug. All main to be abandoned in place shall be filled to at least 90% of volume.

This work will be paid for at the contract unit price per Cubic Yard for PLUG EXISTING PIPE.

POLE MOUNTED EQUIPMENT CABINET, TYPE B

Description. This work shall consist of furnishing and installing all ITS cabinets in accordance with the Contract Documents and the manufacturer's recommendations.

General. Do not penetrate the top of any cabinets without prior authorization by the Engineer. All connections shall be watertight. Orient cabinets as directed by the Engineer. Contact the Engineer a minimum of one week to arrange a field review prior to placing the cabinets or installing fiber into the cabinets.

WORK UNDER SEPARATE CONTRACT

The DOT plans to initiate a separate contract, possibly executed simultaneously with and/or after this project, to install fiber optic cable and place the network into service (light the fiber network) and supply and install cameras, sensors, dynamic message signs, lane utilization signs, and other related equipment in or on the cabinets, poles, and other items existing or installed under this contract to provide a complete and functioning network of ITS devices.

Materials.

- a. General. Supply camera, DMS, lane utilization, and/or sensor cabinets, clean-cut in design and appearance, designed to house the control equipment required for the planned ITS system, and having the following minimum dimensions:

| <u>TYPE</u> | <u>DEPTH</u> | <u>WIDTH</u> | <u>HEIGHT</u> |
|--------------|--------------|--------------|---------------|
| Pole Mounted | 15 inches | 20 inches | 36 inches |

Cabinets shall be new, corrosion resistant, UL-50 approved, NEMA Type 3R compliant, constructed of welded sheet aluminum with a minimum thickness of one tenth (0.1) inch, complete with all internal components, back and side panels, terminal strips, and mounting hardware. Cabinets shall meet the requirements of ASTM B-209 for 5052-H32 aluminum sheet. The aluminum shall be smooth and the exterior shall be left in its unpainted natural color. The cabinet structure shall be effectively sealed to prevent the entry of rain, dust, and dirt. All exterior seams for cabinet and doors shall be continuously welded. All edges shall be filed to a radius of 1/32 inch minimum. Submit cabinet design and equipment layout details to the Engineer for review and approval prior to fabrication.

- b. Cabinet Doors. The cabinet door shall be sturdy, torsion ally rigid, and attached by a minimum of two hinges. The door shall substantially cover the full area of the front of the cabinet. The cabinet door shall be provided with a catch mechanism to hold the door open at two positions – 90 degrees, plus or minus 10 degrees, and 180 degrees plus or minus 10 degrees. Both the door and door stop mechanism shall be of sufficient strength to withstand a simulated wind load of five pounds per square foot of door area applied to both inside and outside surfaces.

A gasket shall be provided to act as a permanent and weather resistant seal at the cabinet door facing. The gasket material shall be of a non-absorbent material and shall maintain its resiliency after long term exposure to the outdoor environment. The gasket shall have a minimum thickness of 1/3 inch. The gasket shall be located in a channel provided for this purpose either on the cabinet or on the door. An “L” bracket is acceptable in lieu of this channel if the gasket is fitted snugly against the bracket to insure a uniformly dust and weather resistant seal around the entire door facing.

Each cabinet door shall be provided with a high quality, heavy duty tumbler-type lock. Two keys for each tumbler lock shall be provided for each cabinet. All locks for the project shall be keyed identically in the key pattern identified by the Engineer. Keys shall be given to the Engineer. Do not attach keys to the exterior of the cabinet at any time during storage or installation.

- c. Components. Provide cabinets with fully wired back panels, circuit breakers, surge protection, terminal strips (electrical), fiber termination enclosure sized as required, dual convenience outlets, cabinet light (incandescent) on door switch, cabinet vent with air filter, DIN rails, and all the necessary terminal boards, wiring, harnesses, connectors and attachment hardware for each cabinet location. Place all terminals and panel facilities on the lower portion of the cabinet walls.

All conductors used on the cabinet wiring shall be No. 16 AWG or larger with a minimum of 19 strands. Conductors shall conform to MIL SPEC MIL-W-168780, Type B or D. The insulation shall have a minimum thickness of 10 MILS. All wiring containing line voltage shall be a minimum size of No. 14 AWG.

- d. Grounding. The cabinet internal ground shall consist of one or more ground bus-bars permanently affixed to the cabinet and connected to the grounding electrode. Use bare stranded No. 6 AWG copper wire between bus-bars and between the bus-bar and grounding electrode. Each copper ground bus-bar shall have a minimum of 20 connector points. Each connector point shall be capable of securing at least one (1) #10 AWG conductor. AC neutral and equipment ground wiring shall return to the bus-bars.
- e. Pedestal. Cabinet pedestals shall conform to the cabinet manufacturer's requirements for ground mounting.

Basis of Payment. This work will be paid for at the contract unit price per Each for POLE MOUNTED EQUIPMENT CABINET, TYPE B, which price shall include furnishing and installation of all free-standing, wall mounted, pole mounted or other structure mounted, cabinets, racks, frames, shelves, wiring, cable managers, and accessories on the mounting structure or surface, as shown on the contract plans and as specified herein. It includes mounting materials, cable pulling, routing and termination of cables to the proper termination panel, all necessary electric grounding materials, and installation. In addition, this includes furnishing and installing all materials, equipment, tools, and labor associated with the construction of meter sockets and meter pedestals.

REMOVE EXISTING ITS EQUIPMENT

Description. This work shall consist of the coordination and removal of select components of the existing automated gates, pole mounted cabinets, cable, handholes, and LED signs and poles at the locations indicated in the Contract Documents. The Contractor is required to coordinate the removal of the ITS devices with the DOT Statewide ITS Maintenance Vendor. The Contractor for this project shall be required to salvage the automated gates, pole mounted cabinets, and LED signs and poles to the DOT Maintenance Shop as directed by the Engineer.

General.

WORK UNDER SEPARATE CONTRACT

The DOT plans to utilize the Statewide ITS Maintenance Vendor to remove all select LED signs, wireless communications equipment, and relevant ITS cabinet equipment. Contractor to notify the DOT prior to construction to facilitate the removal of those items.

Basis of Payment. This work will be paid for at the contract unit price per Each for REMOVE EXISTING ITS EQUIPMENT which price shall include removal of all existing facilities identified for removal that directly or indirectly conflict with the proposed work, as shown on the contract plans and as specified herein. Items that may be removed include but are not limited to: cables, wires, conduits, handholes, poles, cabinets, and relevant ITS equipment. Remove items designated to be salvaged in a manner to avoid damage. Stockpile and secure or deliver to the local DOT Maintenance Shop salvaged items as directed by the Engineer.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

This work shall be in accordance with Section 895 of the Standard Specifications except as modified herein.

For the intersection of River Drive with the future entrance ramp and the existing loop ramps, the Contractor shall remove all wires pertaining to existing traffic signals, grounding, and loops on River Drive. The Contractor shall remove all wires from all intermediate handholes that are scheduled for removal. This work shall be included in the bid price for this pay item.

The Contractor shall deliver the controller cabinet, controller, and signal heads to the Illinois Department of Transportation District 2 at a location of their choosing.

The Contractor shall dispose of all other items off of the right-of-way and reflect the salvage value of this equipment in the unit bid price for this pay item.

Method of Measurement: All traffic signal equipment including, but not limited to, handholes, signal posts, mast arms, concrete foundations, cable, and vehicle signal heads for a particular intersection will be paid for as each (per intersection).

Basis of Payment: The above work will be paid for at the contract unit price per Each (per intersection) for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT and shall be payment in full for removing, disposing of, and transporting the equipment described above, complete. No additional compensation will be allowed.

REMOVE AND REPLACE EXISTING ITS EQUIPMENT

Description. This work shall consist of the coordination and relocation of select components of the 2 existing automated gates including select pole mounted cabinets, cable, handholes, and LED signs and poles at the locations indicated in the Contract Documents. The Contractor is required to coordinate the removal and relocation of the ITS devices with the DOT Statewide ITS Maintenance Vendor. The Contractor for this project shall be required to salvage the automated gates, pole mounted cabinets, and LED signs and poles to the DOT Maintenance Shop as directed by the Engineer.

General.

WORK UNDER SEPARATE CONTRACT

The DOT plans to utilize the Statewide ITS Maintenance Vendor to relocate select LED signs, wireless communications equipment, and relevant ITS cabinet equipment. Contractor shall notify the DOT prior to construction to facilitate the removal and relocation of those items.

Basis of Payment. This work will be paid for at the contract unit price per Each for REMOVE AND REPLACE EXISTING ITS EQUIPMENT which price shall include removal of all existing facilities identified for removal that directly or indirectly conflict with the proposed work, as shown on the contract plans and as specified herein. Items that may be removed include but are not limited to: cables, wires, conduits, handholes, poles, cabinets, and relevant ITS equipment. Remove items designated to be relocated or salvaged in a manner to avoid damage. Stockpile and secure or deliver to the local DOT Maintenance Shop salvaged items as directed by the Engineer.

ROCK EXCAVATION

This Supplemental Specification amends the provisions of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Rock blasting will not be an acceptable method of removal and will not be permitted.

This work will be paid for at the contract unit price per Cubic Yard of ROCK EXCAVATION.

SANITARY SEWER, DUCTILE IRON

This Supplemental Specification amends the provisions of the current edition of the Illinois DOT Standard Specifications for Road and Bridge Construction, and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

Delete the existing Article as is in its entirety and insert the following.

560.01 Description

This work shall be done in accordance with Section 550 of the Standard Specifications, in so far as applicable, and the Standard Specifications for Water and Sewer Main Construction in Illinois, and the City of Moline Standard Details.

Work shall include excavation (including the removal of existing sanitary sewers within the path of new sanitary sewers); supply and placement of bedding material (Bedding material shall be CA-7); the supply and placement of sanitary sewers, services and fittings of the size noted on the plans.

560.02 Materials

Sanitary sewer, services, and fittings shall be manufactured in the U.S.A. and be of pressure class 350 (P CL 350) ductile iron pipe (D.I.P.) and conforming to the latest ANSI/AWWA C150/A21.50-91. Flexible gaskets shall be used at all new pipe joints. Sanitary sewer services shall be minimum of 6 inches in diameter. All sanitary sewer pipe, fittings and services shall be polyethylene wrapped in accordance with ANSI/AWWA C105/A21.5. All tear and or holes in the polyethylene shall be repaired to the satisfaction of the Engineer. Color shall be green.

560.04 Method of Measurement

Sanitary sewers shall be paid for payment in place in lineal feet.

When the sewer enters a manhole, the measurement shall be taken through the manhole. Measurement will also be taken through wyes, tees and elbows where sanitary sewer services are reconnected.

Trench backfill shall be measured for payment in accordance with the 2nd paragraph of Article 208.04 of this supplemental specification and the Standard Specifications for Water and Sewer Main Construction in Illinois and the City of Moline Standard Detail.

560.05 Basis of Payment

The work will be paid for at the contract unit price per lineal foot for "SANITARY SEWER, DUCTILE IRON" of the size specified. The cost of excavation for and location of all existing sanitary sewers shall be incidental to these items.

All Labor, Materials, and Equipment for the following shall be included as part of the unit cost for this item.

- (a) Costs for connecting proposed sanitary sewers to existing or proposed sanitary manholes.
- (b) Costs for connecting proposed sanitary sewers to existing sanitary sewers of unlike sanitary sewer materials with collars and/or mission couplings.
- (c) Costs for all trench excavation.
- (d) Cost of excavating for and determining the exact location of all existing sanitary sewers.
- (e) Cost of removing existing sanitary sewers within the path of new sanitary sewers.
- (f) The cost of furnishing, placing and compaction of all bedding material will be considered as incidental work and no additional compensation will be allowed.

Items incidental to sanitary sewer shall include, but not be limited to, excavation (including the removal of existing sanitary sewers within the path of new sanitary sewers), supply and placement of bedding material (Bedding material shall be CA-7), the supply and placement of sanitary sewer of the size, type, and pipe material noted on the plans, and connecting the proposed sanitary sewer to existing sewers with approved mission couplings.

560.06 Handling of Pipe

Handling of the pipe shall be done in such a manner as will prevent damage to the pipe or coating. Accidental damage to pipe or coating shall be repaired to the satisfaction of the Engineer or be removed from the job and methods of handling shall be corrected to prevent further damage. In no case will pipe with damaged coating be allowed to remain as part of the job.

Handling after the gasket has been affixed shall be carefully controlled to avoid disturbing the gasket and knocking it out of position or loading it with dirt or other foreign material. Any gaskets so disturbed shall be removed and replaced, cleaned and re-lubricated if required, before the jointing is attempted.

560.07 Laying Sewer Pipe

This work where applicable shall be done in accordance with Article 550.04 of the Standard Specifications, in so far as applicable, and the Standard Specifications for Water and Sewer Main Construction in Illinois and the City of Moline Standard Detail #12.

At no time shall raw sewage be allowed to flow along the new pipe bedding. Temporary piping may be installed in the trench to eliminate pumping during non-working hours. **The cost of temporary piping and/or all by-pass pumping shall be incidental to this item.** Pumping into storm sewers will not be allowed.

The Contractor shall keep the trench free from water while the sewer is being placed and until the joint has been sealed. All costs associated with trench dewatering shall be incidental to this item.

Poor subgrade that will not support the pipe will be reviewed according to 104.03 to determine if additional payment is warranted for repairing the trench bottom. Failure on the Contractor's part to adequately dewater the trench will not be a basis for additional payment.

Care shall be taken to properly align the pipe before joints are entirely forced home. During insertion of the tongue or spigot, the pipe shall be partially supported by hand, sling or crane to minimize unequal lateral pressure on the gasket and to maintain concentricity until the gasket is properly positioned. Sufficient pressure shall be applied in making the joint to assure that it is home, as described in the installation instructions provided by the pipe manufacturer. Sufficient restraint shall be applied to the line to assure that joints are secure until bedding material under and alongside the pipe is compacted in place. At the end of the work day, the last pipe laid shall be blocked in an effective way to prevent creep. At times when pipe laying is not in progress, open ends of the pipe shall be closed by an approved cap. If replacing existing sewer, a temporary connection, approved by the Engineer, may be made to maintain flow through the pipe.

Pipe required to be laid on curved alignment shall be joined in straight alignment and then be deflected, joint by joint. Special care shall be taken in blocking the pipe just previously laid, by tamped fill or otherwise to resist the misaligning forces generated during compression of the joints being made.

Connecting the proposed sanitary sewer to an existing sewer of unlike materials shall be made with approved mission couplings. Connecting the proposed sanitary sewer to existing ductile iron pipe shall be made with a solid sleeve.

No existing sewer shall be connected to a sanitary sewer unless specifically authorized in each instance by the Engineer. Storm drains and drain tiles shall not be connected to sanitary sewers.

560.08 Sewer Pipe and Water Main Separation

Horizontal separation:

Water mains shall be located at least ten (10) feet horizontally from any existing or proposed sanitary sewer or service connection except when all of the following conditions are met:

- (a) local conditions prevent a lateral separation of ten (10) feet.
- (b) water main pipe is at least eighteen (18) inches above the crown of the sewer.
- (c) water main is either in a separate or in the same trench on an undisturbed earth shelf located to one side of the sewer.

When it is impossible to meet the above, both the water main and sewer shall be constructed of slip-on or mechanical joint ductile iron pipe.

Vertical separation:

A water main shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches above the crown of the drain or sewer whenever water mains cross sewers and or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten (10) feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

Both the water main and the sewer shall be constructed of slip-on or mechanical joint ductile iron pipe when:

- (a) it is impossible to obtain the proper vertical separation as described above; or
- (b) water main passes under a sewer or drain.

A vertical separation of eighteen (18) inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main at all crossings.

Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten (10) feet.

The horizontal and vertical separation between water service lines and all sanitary sewers and or sewer service connections shall be the same as that for water main.

560.10 Testing

This work shall be performed by the Contractor and witnessed by the City in accordance with applicable sections of the Standard Specifications for Water & Sewer Main Construction in Illinois”.

All sanitary sewers will receive a TV inspection and all manholes will receive a visual inspection by Water Pollution Control personnel prior to final City acceptance. The initial inspection will be done at no charge to the Contractor. Any required TV re-inspection will be charged at a fee of \$100 per hour. Said fee will be deducted from the payment due the contractor.

If televising cannot be performed due to sediment and debris in the pipe, the Contractor will be charged a fee of \$100 per hour to jet the pipe clean.

STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size. Materials for aggregate fill and bedding shall meet the requirement of Section 1004 of the Standard Specifications. The aggregate materials shall be gradations CA-1, CA-2 CA-3, or CA-4.

Filter Fabric shall be placed under the aggregate fill and shall conform to the requirements of Section 1080.03 of the Standard Specifications.

Construction Requirements. Foundations for aggregate fill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

The course aggregate shall be at least 6 inches thick. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance will have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until 20th Street is constructed.

Method of Measurement and Basis of Payment. The work shall be measured and paid for at the contract unit price per Square Yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, maintenance, removal, labor and any other items required to complete the work.

TEMPORARY TRAFFIC SIGNAL TIMING

The temporary traffic signal timing shall be in accordance with the plan sheets or as directed by the engineer. Temporary traffic signal timing may change as traffic patterns or construction requires. District 2 Operations, Scott Kullerstrand (815/284-5468), shall be contacted two weeks prior to the start of the temporary traffic signal timing.

Basis of Payment: The above work will be paid for at the contract unit price per Each (per intersection) for TEMPORARY TRAFFIC SIGNAL TIMING. No additional compensation will be allowed.

SERVICE INSTALLATION, TYPE A

In addition to the requirements of Section 805 of the Standard Specifications, this item shall require the Contractor to contact the utility company, prior to beginning work, to determine the utility company regulations relating to electrical service. The Contractor shall provide the utility company an estimated date that the service connection will be required.

The location of the service installation will be determined in cooperation with the utility company. The cost of cable and conduit to connect the service installation to the controller shall be included in this pay item.

All information furnished to the utility company shall be in writing with a copy provided to the Engineer.

This work shall be included in the cost of the SERVICE INSTALLATION, TYPE A.

UNINTERRUPTABLE POWER SUPPLY, STANDARD

The following models of Uninterruptible Power Supply are approved for use:

Alpha Novus XFM 1100
Techpower Development M-E XL 1000

The Contractor shall be responsible for providing Uninterruptible Power Supply that are sized appropriately for the intersection load. The total system load shall not exceed the manufacturer's specifications.

The Uninterruptible Power Supply for the proposed traffic signal cabinet shall be installed as follows:

- The UPS shall be fully integrated into the proposed traffic signal cabinet by the cabinet supplier at their facility prior to shipping the system to the Contractor
- The cabinet light, ventilation fans, heater strips, and service receptacle shall be wired to a separate circuit that will not be powered by the Uninterruptible Power Supply
- A hole of sufficient size for the cables will be drilled into the side of the cabinet to accommodate the Uninterruptible Power Supply cables and harnesses from the UPS cabinet. The hole shall be free of sharp edges and equipped with a plastic or rubber grommet.
- The manual by-pass switch shall be installed in the controller cabinet.

General Requirements. The Uninterruptible Power Supply (UPS) shall include, but not be limited to the following: inverter/charger, power transfer relay, batteries, battery cabinet, a separate manually operated non-electronic bypass switch and all necessary hardware and interconnect wiring. The UPS shall provide reliable emergency power to a traffic signal in the event of a power failure or interruption. The transfer from utility power to battery power and vice versa shall not interfere with the normal operation of traffic controller, conflict monitor/malfunction management unit or any other peripheral devices within the traffic controller assembly.

The UPS shall provide power for full run-time operation for an "LED-only" intersection (all colors red, yellow, and green) or flashing mode operation for an intersection using Red LED's. As the battery reserve capacity reaches 50%, the intersection shall automatically be placed in all-red flash. The UPS shall allow the controller to automatically resume normal operation after the power has been restored. The UPS shall log an alarm in the controller for each time it is activated.

All Uninterruptible Power Supply shall include four batteries.

The UPS shall be designed for outdoor applications, and shall meet the environmental requirements of, "NEMA Standards Publication No. TS 2 – Traffic Controller Assemblies," or applicable successor NEMA specifications, except as modified herein.

The UPS shall conform to the following specifications:

Operation

The UPS shall be on line and provide voltage regulation and power conditioning when utilizing utility power.

The UPS shall provide a minimum two (2) hours of full run-time operation and four (4) hours all-red flash operation for an "LED-only" intersection (minimum 700W/1000VA active output capacity, with 80% minimum inverter efficiency).

The UPS shall be equipped with an integrated safety switch that will interrupt inverter output power in the event of a cabinet knockdown. The safety switch may be either internal to the inverter/charger or externally mounted inside of the UPS cabinet. The safety switch shall be designed to interrupt output power in the event that the charger/inverter is tilted more than twenty degrees on any axis. The switch shall be mechanically latching to ensure that power is not automatically restored to the UPS until the charger/inverter has been "reset". The switch shall also be resettable and reusable unless it has been physically damaged.

The maximum transfer time from loss of utility power to switchover to battery backed inverter power shall be 150 milliseconds.

The UPS shall provide the user with 4-sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel-mounted terminal block, rated at a minimum 120V/1A, and labeled so as to identify each contact. For typical configuration, see the plan detail sheet.

A first set of NO and NC contact closures shall be energized whenever the unit switches to battery power. Contact shall be labeled or marked "On Batt."

The second set of NO and NC contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contact shall be labeled or marked "Low Batt."

The third set of NO and NC contact closures shall be energized two hours after the unit switches to battery power. Contact shall be labeled or marked "Timer."

The fourth set of NO and NC contact closures shall be energized in the event of inverter/charger failure, battery failure or complete battery discharge. Contact shall be labeled or marked "UPS Fail or Status."

A surge suppression unit shall be provided for the output power if available as an option by the UPS manufacturer.

Operating temperature for both the inverter/power transfer relay and manual bypass switch shall be -37 °C to +74 °C.

The Power Transfer Relay shall be rated at 240VAC/30AMPS minimum and Manual Bypass Switch shall be rated at 240VAC/20 amps, minimum.

The manual bypass switch shall be wired to provide power to the UPS when the switch is set to manual bypass.

The UPS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of 2.5 – 4.0 mV/°C per cell.

The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with 2 meters (6'6") of wire.

Batteries shall not be recharged when battery temperature exceeds 50°C ± 3°C.

UPS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 100VAC to 130VAC (± 2VAC).

When utilizing battery power, the UPS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output, ± 3% THD, 60Hz ± 3Hz.

UPS shall be compatible with Illinois DOT's traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.

When the utility line power has been restored at above 105 VAC ± 2 VAC for more than 30 seconds, the UPS shall dropout of battery backup mode and return to utility line mode.

When the utility line power has been restored at below 125VAC ± 2 VAC for more than 30 seconds, the UPS shall dropout of battery backup mode and return to utility line mode.

UPS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC state, where utility line power is reconnected to the cabinet. The UPS shall always revert back to utility line power and shall be designed to revert back to utility line power in the event of a UPS fault condition.

Recharge time for the battery, from "protective low-cutoff" to 80% or more of full battery charge capacity, shall not exceed twenty (20) hours.

When the intersection is in battery operation, the UPS shall bypass all internal cabinet lights, ventilation fans, heater strips, and service receptacles.

The manual bypass switch shall be wired to provide power to the UPS when the switch is set to manual bypass.

A blue LED indicator light shall be mounted on the front of the traffic signal cabinet or on the side of the UPS cabinet facing traffic and shall turn on to indicate when the cabinet power has been disrupted and the UPS is in operation. The light shall be a minimum 1" diameter, be viewable from the driving lanes, and shall be large enough and visible enough to be seen from 200 ft. away.

All 36 volt and 48 volt systems shall include an external component that monitors battery charging to ensure that every battery in the string is fully charged. The device shall compensate for the effects of adding a new battery to an existing battery system by ensuring that the charge voltage is spread equally across all batteries. All cables, harnesses, cards, and other components that are required to provide the functionality described above shall be included in the unit bid price for the Uninterruptible Power Supply. The following products are currently approved for use within District 4: Alpha Technologies: AlphaGuard with Charge Management Technology Module and Approved Equivalent.

The UPS shall be equipped with an integrated safety switch that will interrupt inverter output power in the event of a cabinet knockdown. The safety switch may be either internal to the inverter/charger or externally mounted inside of the UPS cabinet. The safety switch shall be designed to interrupt output power in the event that the charger/inverter is tilted more than twenty degrees on any axis. The switch shall be mechanically latching to ensure that power is not automatically restored to the UPS until the charger/inverter has been "reset". The switch shall also be resettable and reusable unless it has been physically damaged.

Mounting and Configuration

GENERAL

Inverter/Charger Unit shall be rack or shelf-mounted.

All interconnect wiring provided between Power Transfer Relay, Bypass Switch and Cabinet Terminal Service Block shall be no greater than two (2) meters (6'6") of #10 AWG wire.

Relay contact wiring provided for each set of NO/NC relay contact closure terminals shall be #18 AWG wire.

All necessary hardware for mounting (shelf angles, rack, etc.) shall be included in the bid price of the UPS. The swing-trays shall be screwed to the Type IV or Type V NEMA cabinets using continuous stainless steel or aluminum piano hinge. All bolts/fasteners and washers shall meet the following requirements:

External Battery Cabinet

The external cabinet shall be a rated NEMA Type 3R Cabinet.

Inverter/Charger and Power Transfer Relay shall be installed inside the external battery cabinet and the manually operated Bypass Switch shall be installed inside the existing Traffic Signal Cabinet.

Batteries shall be housed in the external cabinet which shall be NEMA Standard rated cabinet mounted to the side of the Type IV or Type V Cabinet (see plan sheets for details). This external battery cabinet shall conform to the IDOT Standard Specifications for traffic signal cabinets for the construction and finish of the cabinet.

The external battery cabinet shall mount to the Type IV or Type V NEMA Cabinet with a minimum of four (4) bolts to the satisfaction of the Engineer.

The dimensions of the external battery cabinet shall be 25" (L) x 16" (W) x 41" (H) and installed in accordance with the plan sheet cabinet detail and this specification.

The cabinet shall include heater mats for each battery shelf and/or battery. If the UPS charger/inverter does not have facilities to accommodate heater mat connections, thermostatically controlled heater mats shall be provided with the system. The heater mat thermostat shall be a separate thermostat (from the ventilation fan thermostat) and be adjustable from 0°F to 32°F for heater mat turn-on.

A warning sticker shall be placed on the outside of the cabinet indicating that there is an Uninterruptible Power Supply inside the cabinet.

The external battery cabinet shall be ventilated through the use of louvered vents (2), filters, and one thermostatically controlled fan as per NEMA TS 2 Specifications. The cabinet shall include a cleanable or replaceable cabinet filter.

External battery cabinet fan shall be AC operated from the same line output of the Manual Bypass Switch that supplies power to the Type IV or Type V Cabinet.

The UPS with external battery cabinet shall come with all bolts, conduits and bushings, gaskets, shelves, and hardware needed for mounting. The external battery cabinet shall have a hinged door opening to the entire cabinet. The cabinet shall include a bottom constructed from the same material as the cabinet.

The external cabinet shall be equipped with a power receptacle to accommodate the inverter/charger. The receptacle shall be wired to the line output of the manual bypass switch.

Maintenance, Displays, Controls, and Diagnostics

The UPS shall include a display and /or meter to indicate current battery charge status and conditions.

The UPS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.

The UPS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.

The UPS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.

The UPS shall be equipped with an RS-232 port.

The UPS shall include a resettable front-panel event counter display to indicate the number of times the UPS was activated and a front-panel hour meter to display the total number of hours the unit has operated on battery power.

Manufacturer shall include two (2) sets of equipment lists, operation and maintenance manuals, and board-level schematic and wiring diagrams of the UPS, and the battery data sheets. Manufacturer shall include any software needed to monitor, diagnose, and operate the UPS. The manufacturer shall include any required cables to connect to a laptop computer.

The UPS shall include a data cable for the serial connection to the RS232 port and diagnostic software if it is available as an option with the unit.

Two copies of the owner/maintenance manuals shall be provided with the UPS.

Battery System

Individual batteries shall be 12V type and shall be easily replaced and commercially available off the shelf.

The batteries shall be premium gel type with a 5 year full replacement warranty.

Batteries used for UPS shall consist of a minimum of four (4) to eight (8) batteries with a cumulative minimum rated capacity of 240 amp-hours.

Batteries shall be deep cycle, completely sealed, silver alloy VRLA (Valve Regulated Lead Acid) requiring no maintenance with maximum run time.

Batteries shall be certified by the manufacturer to operate over a temperature range of – 40°C to +71°C.

The batteries shall be provided with appropriate interconnect wiring and corrosion-resistant mounting trays and/or brackets appropriate for the cabinet into which they will be installed.

Batteries shall indicate maximum recharge data and recharging cycles.

Battery interconnect wiring shall be via modular harness. Batteries shall be shipped with positive and negative terminals pre-wired with red and black cabling that terminates into a typical power-pole style connector. Harness shall be equipped with mating power-pole style connectors for batteries and a single, insulated plug-in style connection to inverter/charger unit. Harness shall allow batteries to be quickly and easily connected in any order and shall be keyed and wired to ensure proper polarity and circuit configuration.

Battery terminals shall be covered and insulated so as to prevent accidental shorting.

Quality Assurance

UPS shall be manufactured in accordance with a manufacturer quality assurance (QA) program. The QA program shall include two types of quality assurance: (1) Design quality assurance and (2) Production quality assurance. The production quality assurance shall include statistically controlled routine tests to ensure minimum performance levels of UPS units built to meet this specification and a documented process of how problems are to be resolved.

QA process and test results documentation shall be kept on file for a minimum period of seven years.

Uninterruptible Power Supply designs not satisfying design qualification testing and the production quality assurance testing performance requirements described below shall not be labeled, advertised, or sold as conforming to this specification.

Design Qualification Testing

The manufacturer, or an independent testing lab hired by the manufacturer, shall perform design Qualification Testing on new UPS designs, and when a major design change has been implemented on an existing design. A major design change is defined as a design change (electrical or physical) which changes any of the performance characteristics of the system, or results in a different circuit configuration.

Burn In. The sample systems shall be energized for a minimum of 5 hours, with full load of 700 watts, at temperatures of +74°C and -37°C., excluding batteries, before performing any design qualification testing.

Any failure of the UPS, which renders the unit non-compliant with the specification after burn-in, shall be cause for rejection.

For Operational Testing, all specifications may be measured including, but not limited to:

Run time while in battery backup mode, at full load.

Proper operation of all relay contact closures (“On-Batt”, “Low-Batt”, “Timer” and “UPS-Fail”).

Inverter output voltage, frequency, harmonic distortion, and efficiency, when in battery backup mode.

All utility mode – battery backup mode transfer voltage levels. See UPS Spec 1.8, 1.11 and 1.12.

Power transfer time from loss of utility power to switchover to battery backed inverter power.

Backfeed voltage to utility when in battery backup mode.

IEEE/ANSI C.62.41 compliance.

Battery charging time.

Event counter and runtime meter accuracy.

Production Quality Control Testing

Production Quality Control tests shall consist of all of the above listed tests and shall be performed on each new system prior to shipment. Failure to meet requirements of any of these tests shall be cause for rejection. The manufacturer shall retain test results for seven years.

Each UPS shall be given a minimum 100 hour burn-in period to catch any premature failures.

Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

Warranty

Manufacturers shall provide a minimum two (2) year factory-repair warranty for parts and labor on the UPS from date of acceptance by the State. Batteries shall be warranted for full replacement for five (5) years from date of purchase. The warranty shall be included in the total bid price of the UPS.

The Contractor shall furnish a warranty certificate for each Uninterruptible Power Supply that includes the equipment description and details, serial numbers, effective dates, and the details of the warranty regarding materials and labor. The warranty period shall begin on the date of installation and the warranty certificate shall reflect this date.

Basis of Payment. The above work will be paid for at the contract unit price per Each for UNINTERRUPTIBLE POWER SUPPLY, STANDARD shall be payment in full for all labor, materials, and equipment required to provide, install, and test the battery backup system described above, complete.

WATER MAIN ENCASEMENT

This item shall be done in accordance with the City of Moline Standard Details and applicable sections of the Standard Specifications for Water & Sewer Main Construction in Illinois.

The casing pipe shall be of water main quality and shall be six to eight inches larger than the outside diameter of the bells on the ductile iron pipe. Stainless steel/polyethylene casings chocks/spacers shall be used to keep the pipe centered in the casing and to prevent damage when the installation is made. End seals with stainless steel bands will also be required.

Approved chocks/spacers shall be installed at a maximum of 6 foot intervals within the casing pipe such that no part of the carrier pipe rests on the casing pipe. Chocks/spacers will also be required 1 foot from the end of the casing.

Approved casing chocks/spacers are:

- Powerseal 4810
- Cascade CCS
- RACI Spacers

This item will be paid for at the contract unit price per Foot for WATER MAIN ENCASEMENT.

WIDE AREA VIDEO DETECTION SYSTEM COMPLETE

General. This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic.

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on board video menu and a pointing device to place the zones on a video image. Up to 144 detection zones shall be available. A separate computer shall not be required to program the detection zones.

Functional Capabilities. The VDP shall process video from up to six video sources simultaneously. The sources can be video cameras or S-VHS video tape players. The video shall be input to the VDP in RS170 format and shall be digitized and analyzed in real time. A separate microprocessor for each video input shall be used.

The VDP shall detect the presence of vehicles in up to 24 detection zones per camera. A detection zone shall be approximately the width and length of a car.

Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of the detection zones quickly and easily. A separate computer shall not be required for programming detection zones.

The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device.

The VDP shall detect vehicles in real time as they travel across each detection zone.

The VDP shall have an RS232 port of communications with an external computer. The VDP RS232 port shall be multi-drop capable.

The VDP shall accept new detection patterns to an external computer through the RS-232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

The VDP shall accept new detection patterns from an external computer through the RS-232 port when requested when the external computer uses the correct communications protocol for uploading detection patterns.

Vehicle Detection. Up to 144 detection zones shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.

Detection zones shall be capable of being Or'ed or ANDed together to indicate vehicle presence on a single detector output channel.

Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

Up to 3 detection zone patterns shall be saved for each camera within the VDP memory and this memory shall prevent loss during power outages.

The selection of detection zone pattern for current use shall be done through a menu. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern available within 1 second of activation.

When a vehicle is detected crossing a detection zone, the corners of the detection zone will flash on the video overlay display to confirm the detection of the vehicle.

Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality. See section 5.12 for recommended camera placement.

The VDP shall provide 32 channels of detection through either a NEMA TS1 port or a NEMA TS2 port.

The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The VDP shall output a constant call on any detector channel corresponding to a zone being modified.

Detection zones shall be directional to reduce false detections from objects traveling in directions other than the desired direction of travel in the detection area.

Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.

Detection zone setup shall not require temporal information such as date and time.

The VDP shall process the video input from each camera using a separate microprocessor at 30 frames per second.

The VDP shall output a constant call for each enabled detector output channel if a loss of video signal occurs. The VDP shall output a constant call during the background of the learning period.

VDP Hardware. The VDP shall be housed in a durable metal enclosure suitable for shelf mounting or 19" rack mounting in a roadside traffic equipment cabinet. The VDP enclosure shall not exceed 7" height, 17.75" width, and 10.5" depth. The VDP shall be modular in construction with plug in field replaceable units (FRU's) to minimize trouble shooting and repair time.

The VDP shall operate satisfactorily in a temperature range from -34° C to 74° C and a humidity range from 0% RH to 95% RH, non-condensing as set forth in NEMA specifications.

The VDP shall be powered by 120 VAC 60 Hz single-phase power. Surge settings shall be set forth in NEMA specifications. Power consumptions shall not exceed 135 watts.

The VDP shall include an RS232 port for serial communications with a remote computer. The VDP RS232 port shall be multi-drop capable. This port shall be a 9 pin female "D" subminiature connector on the front of the VDP.

The VDP shall include shall include ports for transmitting TS1 and TS2 detections to a traffic controller. The TS1 port shall be a 37 pin female "D" connector on the front of the VDP. The TS2 port shall be a 15 pin female "D" connector on the front of the VDP.

The front of the VDP shall include up to six BNC video input connections suitable for RS170 video inputs. Each video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as inputted to the VDP for vehicle detection.

The front of the VDP shall include one BNC video output. Any one of the six video inputs shall be switch selectable for output on this BNC connection via the pointing device at the VDP, or through software and a personal computer connected through the RS-232 multi-drop port via a full duplex modem link.

The video inputs to the VDP shall include transient voltage suppression and isolation. Amplification that shall assure the 1-volt peak to peak video signal integrity is maintained despite video cabling losses and externally induced transients. The amplifier shall have a minimum common mode rejection at 60 Hz of 90 dB.

The VDP enclosure shall include provisions to be bonded to a good earth ground.

The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for up to 8 detector output channels at a time.

A portable monitor shall be provided with the VDP.

Camera. The video cameras used for traffic detection shall be furnished by the VDP supplier and shall be qualified by the supplier to ensure proper system operation.

The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range of 0.1 lux to 10,000 lux.

The camera shall use a CCD sensing element and shall output monochrome video with resolution of not less than 380 lines vertical and 380 lines horizontal.

The camera shall include an electronic shutter control lens.

The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry. A single camera configuration shall be used for all approaches in order to minimize the setup time and spares required by the user.

The camera electronics shall include AGC to produce a satisfactorily image at night.

The camera shall be housed in a weather-tight sealed enclosure. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.

The camera enclosure shall be equipped with a sun shield. The sunshield shall include a provision for water diversion to prevent water from flowing in the cameras field of view. The camera enclosure with sunshield shall be less than 5" diameter, less than 14" long, and shall weigh less than 5 pounds when the camera and lens are mounted inside the enclosure.

The camera enclosure shall include a thermostatically controlled heater to assure proper operation of the lens shutter at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.

When mounted outdoors in the enclosure, the camera shall operate satisfactory in a temperature range from -34° C to +60° C and a humidity range from 0% RH to 100%RH.

The camera shall be powered by 120 VAC 60 HZ. Power consumption shall be 15 watts or less under all conditions.

Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). Camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.

The camera enclosure shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDP supplier. Video and power shall not be connected within the same connector.

The video signal output by the camera shall be black and white in RS170 or CCIR format.

The video signal shall be fully isolated from the camera enclosure and power cabling.

Installation. The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281 or a 75 ohm, precision video cable with 20 gauge solid bare copper conductor (9.9 ohms/M), solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and black polyethylene outer covering. The signal attenuation shall not exceed 0.78 dB per 100 feet at 10 MHz. Nominal outside diameter is .304 inches. The coax cable shall be a continuous unbroken run from the camera to the VDP. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. 75-ohm BNC plug connectors should be used at both the camera and the cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

The power cabling shall be 16 AWG three conductor cable. The cabling shall comply with the National Electric code, as well as local electric codes.

The video detection system shall be installed by supplier factory certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

Video cable and AWG cable shall not be paid for separately but shall be included in the cost of WIDE AREA VIDEO DETECTION SYSTEM COMPLETE.

Warranty. The supplier shall provide a limited one two-year warranty on the video detection system. See suppliers standard warranty included in the Terms and Conditions of Sale documentation.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time the call is made by a user, and this support shall be available from factory-certified installers.

During the warranty period, updates to VDP software shall be available from the supplier without charge.

Before the end of the warranty period, an inspection shall be conducted to insure proper function.

Maintenance and Support. The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within thirty days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.

The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement-of an acceptable order at the supplier's then current pricing and terms of sale for on site technical support services.

Installation or training support shall be provided by a factory authorized representative.

All product documentation shall be written in the English language.

Basis of Payment. This work will be measured and paid for at the contract unit price per Each for WIDE AREA VIDEO DETECTION SYSTEM COMPLETE, which price shall be considered payment in full for all labor, equipment, and materials required to perform the work as specified herein.

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: January 1, 2013

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Coarse Aggregate | 1004.06 |
| (b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2, and 3) | 1031 |

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.

303.04 Soil Preparation. The stability of the soil shall be according to the Department’s Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified.”

Add the following to Section 1004 of the Standard Specifications:

“**1004.06 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01, CS 02 or RR 01(see Article 1005.01(c)).

| COARSE AGGREGATE SUBGRADE GRADATIONS | | | | | |
|--------------------------------------|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 8" | 6" | 4" | 2" | #4 |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |
| CS 02 | | 100 | 80 ± 10 | 25 ± 15 | |

| COARSE AGGREGATE SUBGRADE GRADATIONS (Metric) | | | | | |
|---|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 200 mm | 150 mm | 100 mm | 50 mm | 4.75 mm |
| CS 01 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |
| CS 02 | | 100 | 80 ± 10 | 25 ± 15 | |

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.”

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

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

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25, Use T, according to ASTM C 920.”

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction
Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction’s judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor’s right to seek relief in the Court of Claims. The Director’s written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **6.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award;
or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- “ (4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate for HMA shall be according to the following table.

| Use | Mixture | Aggregates Allowed |
|------------------------------|---|---|
| Class A | Seal or Cover | <u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete |
| HMA All Other | Stabilized Subbase Shoulders or | <u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete |
| HMA High ESAL Low ESAL | Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/} |
| HMA High ESAL Low ESAL | C Surface and Leveling Binder IL-12.5, IL-9.5, or IL-9.5L SMA Ndesign 50 Surface | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/} |
| HMA High ESAL | D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{4/ 5/} Crushed Concrete ^{3/} |

| Use | Mixture | Aggregates Allowed | | | | | | | | |
|--|--|---|-----------------|----------------|----------------------------|-------------------------|----------------------------|--|--|---|
| | | <u>Other Combinations Allowed:</u> <table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> <tr> <td>50% Limestone</td> <td>Any Mixture D aggregate other than Dolomite</td> </tr> <tr> <td>75% Limestone</td> <td>Crushed (ACBF)^{5/} Slag or Crushed Sandstone</td> </tr> </table> | <i>Up to...</i> | <i>With...</i> | 25% Limestone | Dolomite | 50% Limestone | Any Mixture D aggregate other than Dolomite | 75% Limestone | Crushed (ACBF) ^{5/} Slag or Crushed Sandstone |
| <i>Up to...</i> | <i>With...</i> | | | | | | | | | |
| 25% Limestone | Dolomite | | | | | | | | | |
| 50% Limestone | Any Mixture D aggregate other than Dolomite | | | | | | | | | |
| 75% Limestone | Crushed (ACBF) ^{5/} Slag or Crushed Sandstone | | | | | | | | | |
| HMA High ESAL | E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface | <u>Allowed Alone or in Combination:</u> Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} Crushed Concrete ^{3/} No Limestone. <u>Other Combinations Allowed:</u> <table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>50% Dolomite^{2/}</td> <td>Any Mixture E aggregate</td> </tr> <tr> <td>75% Dolomite^{2/}</td> <td>Crushed Sandstone, Crushed Slag (ACBF)^{5/}, Crushed Steel Slag^{5/}, or Crystalline Crushed Stone</td> </tr> <tr> <td>75% Crushed Gravel or Crushed Concrete^{3/}</td> <td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF)^{5/}, or Crushed Steel Slag^{5/}</td> </tr> </table> | <i>Up to...</i> | <i>With...</i> | 50% Dolomite ^{2/} | Any Mixture E aggregate | 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone | 75% Crushed Gravel or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/} |
| <i>Up to...</i> | <i>With...</i> | | | | | | | | | |
| 50% Dolomite ^{2/} | Any Mixture E aggregate | | | | | | | | | |
| 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone | | | | | | | | | |
| 75% Crushed Gravel or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/} | | | | | | | | | |
| HMA High ESAL | F Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface | <u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} No Limestone. | | | | | | | | |

| Use | Mixture | Aggregates Allowed | |
|-----|---------|---|---|
| | | <u>Other Combinations Allowed:</u> | |
| | | <i>Up to...</i> | <i>With...</i> |
| | | 50% Crushed Gravel, Concrete ^{3/} , Dolomite ^{2/} | Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone |

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ when either slag is used, the blend percentages listed shall be by volume.”

GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

“1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains.”

Revise Article 1003.04(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75 µm) sieve shall be 2±2.”

Revise Article 1004.05(c) of the Standard Specifications to read:

“(c) Gradation. The coarse aggregate gradations shall be as follows.

| Application | Gradation |
|---|---|
| Blotter | CA 15 |
| Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers | CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19 |
| Porous Granular Embankment, Porous Granular Backfill, and French Drains | CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18" |

GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE)

Effective: November 1, 2012

Revised: January 1, 2013

Description. This work shall consist of grooving the pavement surface in preparation for the application of recessed pavement markings.

Equipment. Equipment shall be according to the following.

- (a) Pavement Marking Tape Installations: The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm).
- (b) Liquid Pavement Marking Installations: The grooving equipment shall be equipped with either a free-floating saw blade cutting head or a free-floating grinder cutting head configuration with diamond or carbide tipped cutters and shall produce an irregular textured surface.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall supply the Engineer with a copy of the pavement marking material manufacturer’s recommendations for constructing a groove.

Pavement Grooving Methods. The grooves for recessed pavement markings shall be constructed using the following methods.

- (a) Wet Cutting Head Operation. When water is required or used to cool the cutting head, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

- (b) Dry Cutting Head Operation. When used on HMA pavements, the groove shall be vacuumed or cleaned by blasting with high-pressure air to remove loose aggregate, debris, and dust generated during the cutting operation. When used on PCC pavements, the groove shall be flushed with high pressure water or shot blasted to remove any PCC particles that may have become destabilized during the grooving process. If high pressure water is used, the pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

Pavement Grooving. Grooving shall not cause ravels, aggregate fractures, spalling or disturbance of the joints to the underlying surface of the pavement. Grooves shall be cut into the pavement prior to the application of the pavement marking material. Grooves shall be cut such that the width is 1 in. (25 mm) greater than the width of the pavement marking line as specified on the plans. Grooves for letters and symbols shall be cut in a square or rectangular shape so that the entire marking will fit within the limits of the grooved area. The position of the edge of the grooves shall be a minimum of 4 in. (100 mm) from the edge of all longitudinal joints. The depth of the groove shall not be less than the manufacturer's recommendations for the pavement marking material specified, but shall be installed to a minimum depth of 110 mils (2.79 mm) and a maximum depth of 200 mils (5.08 mm) for pavement marking tapes and a minimum depth of 40 mils (1.02 mm) and a maximum depth of 80 mils (2.03 mm) for liquid markings. The cutting head shall be operated at the appropriate speed in order to prevent undulation of the cutting head and grooving at an inconsistent depth.

At the start of grooving operations, a 50 ft (16.7 m) test section shall be installed and depth measurements shall be made at 10 ft (3.3 m) intervals within the test section. The individual depth measurements shall be within the allowable ranges according to this Article. If it is determined the test section has not been grooved at the appropriate depth or texture, adjustments shall be made to the cutting head and another 50 ft (16.7 m) test section shall be installed and checked. This process shall continue until the test section meets the requirements of this Article.

For new HMA pavements, grooves shall not be installed within 14 days of the placement of the final course of pavement.

Final Cleaning. Immediately prior to the application of the pavement marking material or primer sealer, the groove shall be cleaned with high-pressure air blast.

Method of Measurement. This work will be measured for payment in place, in feet (meter) for the groove width specified.

Grooving for letter, numbers and symbols will be measured in square feet (square meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot (square meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

The following shall only apply when preformed plastic pavement markings are to be recessed:

Add the following paragraph after the first paragraph of Article 780.07 of the Standard Specifications.

“The markings shall be capable of being applied in a grooved slot on new and existing Portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation. A primer sealer shall be applied with a roller and shall cover and seal the entire bottom of the groove. The primer sealer shall be recommended by the manufacturer of the pavement marking material and shall be compatible with the material being used. The Contractor shall install the markings in the groove as soon as possible after the primer sealer cures according to the manufacturer’s recommendations. The markings placed in the groove shall be rolled and tamped into the groove with a roller or tamper cart cut to fit the groove and loaded with or weighing at least 200 lb (90kg). Vehicle tires shall not be used for tamping. The Contractor shall roll and tamp the material with a minimum of 6 passes to prevent easy removal or peeling.”

HOT-MIX ASPHALT – MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS (BDE)

Effective: November 1, 2013

Revise Article 406.14(b) of the Standard Specifications to read.

“(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF, the mixture and test strip will not be paid for and the mixture shall be removed at the Contractor’s expense. An additional test strip and mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Revise Article 406.14(c) of the Standard Specifications to read.

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF, the mixture shall be removed. Removal will be paid in accordance to Article 109.04. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip.”

Revise Article 1030.04(a)(1) of the Standard Specifications to read.

“(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

| High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} | | | | | | | | | | |
|--|------------|------------------|------------|------------------|------------|------------------|-----------|------------------|------------|-------------------|
| Sieve Size | IL-25.0 mm | | IL-19.0 mm | | IL-12.5 mm | | IL-9.5 mm | | IL-4.75 mm | |
| | min | max | min | max | min | max | min | max | min | max |
| 1 1/2 in. (37.5 mm) | | 100 | | | | | | | | |
| 1 in. (25 mm) | 90 | 100 | | 100 | | | | | | |
| 3/4 in. (19 mm) | | 90 | 82 | 100 | | 100 | | | | |
| 1/2 in. (12.5 mm) | 45 | 75 | 50 | 85 | 90 | 100 | | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | | | 89 | 90 | 100 | | 100 |
| #4 (4.75 mm) | 24 | 42 ^{2/} | 24 | 50 ^{2/} | 28 | 65 | 32 | 69 | 90 | 100 |
| #8 (2.36 mm) | 16 | 31 | 20 | 36 | 28 | 48 ^{3/} | 32 | 52 ^{3/} | 70 | 90 |
| #16 (1.18 mm) | 10 | 22 | 10 | 25 | 10 | 32 | 10 | 32 | 50 | 65 |
| #50 (300 μm) | 4 | 12 | 4 | 12 | 4 | 15 | 4 | 15 | 15 | 30 |
| #100 (150 μm) | 3 | 9 | 3 | 9 | 3 | 10 | 3 | 10 | 10 | 18 |
| #200 (75 μm) | 3 | 6 | 3 | 6 | 4 | 6 | 4 | 6 | 7 | 9 |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.0 | | 1.0 | | 1.0 | | 1.0 ^{4/} |

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 40 percent passing the #4 (4.75 mm) sieve for binder courses with Ndesign ≥ 90.

3/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign ≥ 90.

4/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.”

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read.

“(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

| VOLUMETRIC REQUIREMENTS High ESAL | | | | | | |
|--------------------------------------|--|---------|---------|--------|-----------------------|--|
| Ndesign | Voids in the Mineral Aggregate (VMA), % minimum | | | | | Voids Filled with Asphalt Binder (VFA), % |
| | IL-25.0 | IL-19.0 | IL-12.5 | IL-9.5 | IL-4.75 ^{1/} | |
| 50 | 12.0 | 13.0 | 14.0 | 15.0 | 18.5 | 65 – 78 ^{2/} |
| 70 | | | | | 65 - 75 | |
| 90 | | | | | | |
| 105 | | | | | | |

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 76-83 percent”

Delete Article 1030.04(b)(4) of the Standard Specifications.

Revise the Control Limits Table in Article 1030.05(d)(4) of the Standard Specifications to read.

| “CONTROL LIMITS | | | | | |
|---------------------------------------|-----------------------|-----------------------|--------------------|----------------------|----------------------|
| Parameter | High ESAL Low ESAL | High ESAL Low ESAL | All Other | IL-4.75 | IL-4.75 |
| | Individual Test | Moving Avg. of 4 | Individual Test | Individual Test | Moving Avg. of 4 |
| % Passing: ^{1/} | | | | | |
| 1/2 in. (12.5 mm) | ± 6 % | ± 4 % | ± 15 % | | |
| No. 4 (4.75 mm) | ± 5 % | ± 4 % | ± 10 % | | |
| No. 8 (2.36 mm) | ± 5 % | ± 3 % | | | |
| No. 16 (1.18 mm) | | | | ± 4 % | ± 3 % |
| No. 30 (600 µm) | ± 4 % | ± 2.5 % | | | |
| Total Dust Content No. 200 (75 µm) | ± 1.5 % | ± 1.0 % | ± 2.5 % | ± 1.5 % | ± 1.0 % |
| Asphalt Binder Content | ± 0.3 % | ± 0.2 % | ± 0.5 % | ± 0.3 % | ± 0.2 % |
| Voids | ± 1.2 % | ± 1.0 % | ± 1.2 % | ± 1.2 % | ± 1.0 % |
| VMA | -0.7 % ^{2/} | -0.5 % ^{2/} | | -0.7 % ^{2/} | -0.5 % ^{2/} |

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement”

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (BDE)

Effective: November 1, 2013

Description. This special provision provides the requirements for Hamburg Wheel and tensile strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production. This special provision also provides the plant requirements for hydrated lime addition systems used in the production of High ESAL, IL-4.75, and SMA mixes.

Mix Design Testing. Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (Illinois Modified AASHTO T 324) and the Tensile Strength Test (Illinois Modified AASHTO T 283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make necessary changes to the mix and provide passing Hamburg Wheel and tensile strength test results from a private lab. The Department will verify the passing results.

All new and renewal mix designs shall meet the following requirements for verification testing.

(1) Hamburg Wheel Test Criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

| PG Grade | Number of Passes |
|----------------------|------------------|
| PG 58-xx (or lower) | 5,000 |
| PG 64-xx | 7,500 |
| PG 70-xx | 15,000 |
| PG 76-xx (or higher) | 20,000 |

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 415 kPa (60 psi) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 1380 kPa (200 psi).”

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

“(a) High ESAL, IL-4.75 and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”.

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

| Parameter | Adjustment |
|------------------------|------------|
| 1/2 in. (12.5 mm) | ± 5.0 % |
| No. 4 (4.75 mm) | ± 4.0 % |
| No. 8 (2.36 mm) | ± 3.0 % |
| No. 30 (600 µm) | * |
| No. 200 (75 µm) | * |
| Asphalt Binder Content | ± 0.3 % |

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer.”

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

“(b) Low ESAL and All Other Mixtures.”

System for Hydrated Lime Addition. Revise the fourth sentence of the third paragraph of Article 1030.04(c) of the Standard Specifications to read:

“The method of application shall be according to Article 1102.01(a)(10).”

Replace the first three sentences of the second paragraph of Article 1102.01(a)(10) of the Standard Specifications to read:

“When hydrated lime is used as the anti-strip additive, a separate bin or tank and feeder system shall be provided to store and accurately proportion the lime onto the aggregate either as a slurry, as dry lime applied to damp aggregates, or as dry lime injected onto the hot aggregates prior to adding the liquid asphalt cement. If the hydrated lime is added either as a slurry or as dry lime on damp aggregates, the lime and aggregates shall be mixed by a power driven pugmill to provide a uniform coating of the lime prior to entering the dryer. If dry hydrated lime is added to the hot dry aggregates in a dryer-drum plant, the lime shall be added in such a manner that the lime will not become entrained into the air stream of the dryer-drum and that thorough dry mixing shall occur prior to the injection point of the liquid asphalt. When a batch plant is used, the hydrated lime shall be added to the mixture in the weigh hopper or as approved by the Engineer.”

Basis of Payment. Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

“For mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

If an anti-stripping additive is required for any other HMA mix, the cost of the additive will be paid for according to Article 109.04. The cost incurred in introducing the additive into the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive.”

INSERTION LINING OF CULVERTS (BDE)

Effective: January 1, 2013

Revised: November 1, 2013

“SECTION 543. INSERTION LINING OF CULVERTS

543.01 Description. This work shall consist of insertion lining of existing pipe culverts and grouting of the annular space between the existing culvert and the liner.

543.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Polyethylene (PE) Solid Wall Pipe with a Smooth Interior (Note 1) | 1040.04 |
| (b) Polyethylene (PE) Profile Wall Pipe (Note 1) | 1040.04 |
| (c) Reinforced Plastic Mortar (RPM) Pipe (Note 1) | 1040.05 |
| (d) Corrugated PVC with a Smooth Interior (Note 1) | 1040.03 |
| (e) Corrugated Steel Pipe (Note 1)(Note 3)..... | 1006.01 |
| (f) Steel Casing (Note 1)(Note 4)..... | 1006.05(d) |
| (g) Grout Mixture (Note 2) | 1024.01 |
| (h) Portland Cement Concrete..... | 1020 |
| (i) Controlled Low-Strength Material..... | 1019 |
| (j) Cellular Concrete | 1029 |

Note 1. Insertion linings are specified according to the existing pipe’s inside diameter to be lined. Unless the Contractor can demonstrate by calculation that a small cross sectional area is hydraulically equivalent or better, the insertion lining shall provide a minimum of 72 percent of the cross sectional opening of the existing culvert for diameters under 5 ft (1.5 m), 82 percent for culverts between 5 and 10 ft (1.5 and 3 m) in diameter, and 90 percent for culverts greater than 10 ft (3 m) in diameter.

Any of the listed liner materials are permitted if the cross sectional area requirement is met and the liner is structurally adequate to handle the dead and live loads per current AASHTO LRFD Design Standards without the existing culvert taken into consideration.

Note 2. The grout mixture shall be 6.50 hundredweight/cu yd. (385 kg/cu m) of portland cement plus fine aggregate and water. Fly ash may replace a maximum of 5.25 hundredweight/cu yd. (310 kg/cu m) of the Portland cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.

Note 3. Corrugated metal pipe shall be spiral ribbed or double walled with a smooth interior and shall be polymer coated or Aluminized Steel Type 2.

Note 4. For pipe diameter 24 in. (600 mm) and less, use 3/8 in. (9.5 mm) minimum wall thickness, and for pipe 36 in. (900 mm) and above use 1/2 in. (13 mm) minimum wall thickness.

CONSTRUCTION REQUIREMENTS

543.03 General. The Contractor shall submit a work plan at least 15 days prior to the start of work, detailing the methods for cleaning and preparing the existing culvert, the method(s) for joining the liner segments, the method for advancing the liner into the existing culvert, the process to fill the annular space and the proposed grout or cellular concrete mix design, and a list of potential corrective actions to address common installation issues that may arise. When applicable the method(s) for reconnecting or perpetuating existing lateral connections shall also be submitted. The Contractor shall verify that the specified liner can be installed and enough room remains to adequately fill the annular space remaining prior to ordering any materials. If a problem is discovered it shall be brought to the attention of the Engineer for resolution before ordering any materials.

Individual liner section lengths shall be planned to have no more than three joints per 50 ft (15 m) of pipe length unless approved by the Engineer.

Existing deformed culvert structures that require ovalled liners shall be lined with initial round solid wall PE pipe modified to an oval shape or elongated corrugated metal pipe.

All obvious cavities outside the existing culvert shall be filled with controlled low-strength material prior to the liner installation or with material placed in conjunction with filling the annular space between the liner and existing culvert.

Prior to commencing the liner installation, all jagged existing culvert edges or other deformities shall be repaired. All foreign material shall be removed from the existing culvert.

Joints shall be watertight and meet a 10.8 psi (74 kPa) laboratory test per ASTM D 3212. A mechanical coupler or male and female joint design shall use a gasket meeting ASTM F 477.

Joints shall have sufficient longitudinal or axial compression strength to withstand a maximum compressive force of 100 lbs/in. (17.5 N/mm) of outside diameter circumference in compression while maintaining joint integrity when tested.

Joints shall have sufficient pull-apart strength to withstand maximum tensile force of 100 lbs./in. (17.5 N/mm) of outside diameter circumference in tension without joint disassembly when tested.

Joints shall provide sufficient longitudinal or axial strength to preserve liner alignment, prevent separation at the joints, and maintain integrity while pushing or pulling pipe lengths into existing culverts. Joints shall be mechanical, fusion welded, or male and female joint connections. Mechanical or male and female joint connections shall be an integral part of the liner. Alternatively, the mechanical joint, male and female joints, or pipe ends may be heat fused provided that the fusion process meets the requirements of ASTM F 2620 and that the fused connection is water tight, and shall not reduce the inside diameter or enlarge the outside diameter of the liner being joined by 1/4 in. (6 mm).

If a liner is fusion welded, it shall be welded with a continuous weld for the circumference of the liner both inside and outside. The ends of liners that are to be welded or fused shall be at the same ambient temperature ± 5 °F (2.8 °C) and alignment bands shall be utilized. Welding, fusing, or joining shall be performed at all times by an installer trained and certified by either the liner's manufacturer or the welding, fusing, or joining equipment manufacturer. A copy of the welder's, fuser's, or joiner's certificate shall be provided to the Engineer prior to the start of work.

RPM liners or corrugated PVC liners with a smooth interior shall be joined according to the manufacturer's recommendations using joint lubricant. The joining may be accomplished in a jacking pit or other convenient location where the assembled liner can be brought into alignment with the existing culvert bore without damage. The Engineer will approve each joint before each section of liner is inserted.

The insertion may be made by pushing or pulling the assembled liner from either end of the culvert or if the size permits assembling inside the existing culvert. The Engineer may require the liner to have a temporary nose cone or plug to guide the liner past minor obstructions. The insertion operation shall not cause joints to separate nor damage the liner.

After the liner has been completely inserted and has been inspected in place by the Engineer, it shall be cut off 8 in. (200 mm) past the ends of the existing culvert or as otherwise directed by the Engineer. The liner shall be allowed to cool to the temperature of the existing culvert before it is cut off. The entire length of the annular space between the existing culvert and the liner shall be filled with a grout or cellular concrete.

Prior to filling the annular space, the upstream and downstream ends of the annular space shall have concrete bulkheads constructed to contain the grout mixture. The bulkheads shall be constructed with Class SI concrete. Alternative materials for the bulkhead as recommend by the pipe lining manufacturer may be used if approved by the Engineer. The bulkheads shall extend inward a minimum depth of 18 in. (450 mm) from the ends of the culvert. A method of venting through the bulkheads or grouting ports at the crown shall be utilized to allow air to escape when pumping material and to allow verification that the annular space has been filled.

When the grout or cellular concrete is pumped into the annular space, the Contractor shall prevent the floating of the liner. This shall be accomplished by any of the following methods.

- (a) Intermittent Pumping Method. Small amounts of material shall be pumped into the annular space and allowed to harden. This shall continue until the bond between the liner and material is sufficient to resist floating. The remainder of the annular space shall then be filled.
- (b) Bracing Method. Braces shall be installed in the annular space to prevent floating of the liner. Only braces which do not damage the liner shall be used. Bracing shall run parallel to the culvert.
- (c) Water Fill Method. The liner shall be temporarily filled with water before filling the annular space with grout.

The pumping operation shall completely fill the annular space along the entire length, but shall be performed in a manner that does not distort the liner. The pressure developed in the annular space shall not exceed the liner manufacturer's recommended value. The air temperature at time of placement and for 24 hours thereafter shall be a minimum of 35 °F (2 °C). The temperature of the cellular concrete at point of discharge shall be a minimum of 45 °F (7 °C) and a maximum of 95 °F (35 °C).

The grout or cellular concrete mixture shall have a minimum 28 day compressive strength of 150 psi (1035 kPa). The Engineer will sample the grout or cellular concrete a minimum of once each day for compression strength during production. Mold the grout specimens according to ASTM C 1107, and the cellular concrete according to ASTM C 495. For each test, three 2 in. x 2 in. (50 mm x 50 mm) specimens will be molded for the grout and four 3 in. x 6 in. (75 mm x 150 mm) specimens will be molded for the cellular concrete. The specimens shall be stored in a temperature range of 60 to 80 °F (16 to 27 °C) for the first 24-72 hours, and the Contractor shall provide a field curing box. After this time, the Engineer will transport the specimens to the laboratory for curing and testing. The grout will be tested for compressive strength according to ASTM C 109, and the cellular concrete will be tested for compressive strength according to ASTM C 495.

Upon completion of the pumping operation, all remaining unfilled vent holes including those at both the upstream and downstream ends shall be filled with a nonshrink grout. Only enough water to make a stiff but workable nonshrink grout shall be used. The air temperature at time of placement and for 24 hours thereafter shall be a minimum of 35 °F (2 °C).

543.04 Method of Measurement. This work will be measured for payment in place in feet (meters).

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

543.05 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for INSERTION CULVERT LINER for the existing size specified.

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

Revise Section 1040.04(d) of the Standard Specifications to read as follows.

- “(d) PE Solid Wall Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) or ASTM F 2720 (SIDR 35), with a minimum cell classification of PE 335434 as defined in ASTM D 3350.
- (1) Pipe Culverts. The section properties shall be according to AASHTO's Section 17. The manufacturer shall submit written certification that the material meets AASHTO's Section 17 properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.
 - (2) Insertion Lining. When used for insertion lining of culverts, the pipe liner for pipe diameters up to 63 in. (1600 mm) shall be according to AASHTO M 326.
 - (3) Oval shaped pipe liners. Standard round size pipe may be ovalled by compression so as to allow liner installation in deformed existing structures to maximize hydraulic capacity. Compression ovaling shall be performed by the pipe supplier at their facility. Compression ovaling will not be permitted in the field or on the construction site. An ovalled liner may not be compressed to a rise/span ratio less than 0.7 unless approved by the Engineer. Ovalled liners shall be strutted in both the horizontal and vertical axis so as to maintain the oval shape when the compressive source is removed. Struts and bracing shall result in a uniform shaped culvert. Struts shall not be removed until the liner has been completely installed and the grout or cellular concrete has fully cured to its minimum compressive strength.”

Add the following Section to the Standard Specifications.

“SECTION 1029. CELLULAR CONCRETE

1029.01 Description. This item shall consist of the materials and equipment to manufacture cellular concrete.

1029.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|------------------------------|-----------------|
| (a) Portland Cement | 1001 |
| (b) Fly Ash | 1010 |
| (c) Water..... | 1002 |
| (d) Fine Aggregate..... | 1003 |
| (e) Concrete Admixtures..... | 1021 |
| (f) Foaming Agent (Note 1) | |

Note 1. The foaming agent shall be according to ASTM C 869 and be listed on the Department's Approved List of Foaming Agents for Cellular Concrete. The manufacturer shall provide an infrared spectrophotometer trace no more than five years old. When the infrared spectrophotometer trace is more than seven years old, a new one shall be provided.

1029.03 Equipment. Equipment shall be according to the following.

| Item | Article/Section |
|--|-----------------|
| (a) Concrete Mixers and Trucks | 1103.01 |
| (b) Batching and Weighing Equipment | 1103.02 |
| (c) Automatic and Semi-Automatic Batching Equipment..... | 1103.03 |
| (d) Water Supply Equipment | 1103.11 |
| (e) Mobile Portland Cement Concrete Plants | 1103.04 |
| (f) Foam Generator (Note 1) | |
| (g) Mobile Site Batch Plants (Note 2) | |

Note 1. Foam generating equipment shall be calibrated daily to produce an accurate volume of foam.

Note 2. Mobile site batch plants shall be capable of mixing and pumping cellular concrete, and shall have a minimum 1 cu yd (0.76 cu m) capacity. Mobile site plants shall be calibrated before the start of a project and during the project as necessary."

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 550.02 of the Standard Specifications to read as follows:

| "Item | Article Section |
|--|-----------------|
| (a) Clay Sewer Pipe | 1040.02 |
| (b) Extra Strength Clay Pipe | 1040.02 |
| (c) Concrete Sewer, Storm Drain, and Culvert Pipe | 1042 |
| (d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe | 1042 |
| (e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) | 1042 |
| (f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) | 1042 |
| (g) Polyvinyl Chloride (PVC) Pipe | 1040.03 |
| (h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior | 1040.03 |
| (i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior | 1040.07 |
| (j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe | 1056 |
| (k) Mastic Joint Sealer for Pipe | 1055 |
| (l) External Sealing Band | 1057 |
| (m) Fine Aggregate (Note 2) | 1003.04 |
| (n) Coarse Aggregate (Note 3) | 1004.05 |
| (o) Reinforcement Bars and Welded Wire Fabric | 1006.10 |
| (p) Handling Hole Plugs | 1042.16 |
| (q) Polyethylene (PE) Pipe with a Smooth Interior | 1040.04 |
| (r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior | 1040.04 |

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

| "Class | Materials |
|--------|---|
| A | Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe |
| B | Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes: Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with a Smooth Interior” |

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|--|---|-----|------|-----|------|----|-----|-----|---|-----|------|-----|------|----|-----|-----|
| Nominal Diameter in. | Type 1 | | | | | | | | Type 2 | | | | | | | |
| | Fill Height: 3' and less With 1' minimum cover | | | | | | | | Fill Height: Greater than 3' not exceeding 10' | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 10 | NA | 3 | X | X | X | X | X | NA | NA | 1 | *X | X | X | X | X | NA |
| 12 | IV | NA | X | X | X | X | X | X | II | 1 | *X | X | X | X | X | X |
| 15 | IV | NA | NA | X | X | NA | X | X | II | 1 | *X | X | X | NA | X | X |
| 18 | IV | NA | NA | X | X | X | X | X | II | 2 | X | X | X | X | X | X |
| 21 | III | NA | NA | X | X | NA | NA | NA | II | 2 | X | X | X | NA | NA | NA |
| 24 | III | NA | NA | X | X | X | X | X | II | 2 | X | X | X | X | X | X |
| 27 | III | NA | NA | NA | NA | NA | NA | NA | II | 3 | X | NA | NA | NA | NA | NA |
| 30 | IV | NA | NA | X | X | X | X | X | II | 3 | X | X | X | X | X | X |
| 33 | III | NA | NA | NA | NA | NA | NA | NA | II | NA | X | NA | NA | NA | NA | NA |
| 36 | III | NA | NA | X | X | X | X | X | II | NA | X | X | X | X | NA | X |
| 42 | II | NA | X | X | NA | X | X | NA | II | NA | X | X | NA | X | NA | NA |
| 48 | II | NA | X | X | NA | X | X | X | II | NA | X | X | NA | X | NA | NA |
| 54 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 60 | II | NA | NA | NA | NA | NA | NA | X | II | NA | NA | NA | NA | NA | NA | X |
| 66 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 72 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 78 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 84 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 90 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 96 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 102 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 108 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe
- ESCP Extra Strength Clay Pipe
- PE Polyethylene Pipe with a Smooth Interior
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene pipe with a Smooth Interior
- X This material may be used for the given pipe diameter and fill height.
- NA This material is Not Acceptable for the given pipe diameter and fill height.
- * May also use Standard Strength Clay Pipe

| STORM SEWERS (Metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|---|---|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|-----|
| Nominal Diameter in. | Type 1 | | | | | | | | Type 2 | | | | | | | |
| | Fill Height: 1 m' and less With 300 mm minimum cover | | | | | | | | Fill Height: Greater than 1 m not exceeding 3 m | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 250 | NA | 3 | X | X | X | X | X | NA | NA | 1 | *X | X | X | X | X | NA |
| 300 | IV | NA | X | X | X | X | X | X | II | 1 | *X | X | X | X | X | X |
| 375 | IV | NA | NA | X | X | NA | X | X | II | 1 | *X | X | X | NA | X | X |
| 450 | IV | NA | NA | X | X | X | X | X | II | 2 | X | X | X | X | X | X |
| 525 | III | NA | NA | X | X | NA | NA | NA | II | 2 | X | X | X | NA | NA | NA |
| 600 | III | NA | NA | X | X | X | X | X | II | 2 | X | X | X | X | X | X |
| 675 | III | NA | NA | NA | NA | NA | NA | NA | II | 3 | X | NA | NA | NA | NA | NA |
| 750 | IV | NA | NA | X | X | X | X | X | II | 3 | X | X | X | X | X | X |
| 825 | III | NA | NA | NA | NA | NA | NA | NA | II | NA | X | NA | NA | NA | NA | NA |
| 900 | III | NA | NA | X | X | X | X | X | II | NA | X | X | X | X | NA | X |
| 1050 | II | NA | X | X | NA | X | X | NA | II | NA | X | X | NA | X | NA | NA |
| 1200 | II | NA | X | X | NA | X | X | X | II | NA | X | X | NA | X | NA | NA |
| 1350 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1500 | II | NA | NA | NA | NA | NA | NA | X | II | NA | NA | NA | NA | NA | NA | X |
| 1650 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1800 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 1950 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 2100 | II | NA | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA |
| 2250 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 2400 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 2550 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |
| 2700 | II | NA | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe
- ESCP Extra Strength Clay Pipe
- PE Polyethylene Pipe with a Smooth Interior
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene pipe with a Smooth Interior
- X This material may be used for the given pipe diameter and fill height.
- NA This material is Not Acceptable for the given pipe diameter and fill height.
- * May also use Standard Strength Clay Pipe

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | |
|--|--|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|
| Nominal Diameter in. | Type 3 | | | | | | | | Type 4 | | | | | | |
| | Fill Height: Greater than 10' not exceeding 15' | | | | | | | | Fill Height: Greater than 15' not exceeding 20' | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPP |
| 10 | NA | 2 | X | X | X | X | X | NA | NA | 3 | X | X | X | X | NA |
| 12 | III | 2 | X | X | X | X | NA | X | IV | NA | NA | X | X | X | NA |
| 15 | III | 3 | X | X | X | NA | NA | X | IV | NA | NA | X | X | NA | X |
| 18 | III | NA | X | X | X | X | NA | X | IV | NA | NA | X | X | X | NA |
| 21 | III | NA | NA | X | X | NA | NA | NA | IV | NA | NA | X | X | NA | NA |
| 24 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA |
| 27 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 30 | III | NA | NA | X | X | X | NA | X | IV | NA | NA | X | X | X | NA |
| 33 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 36 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA |
| 42 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA |
| 48 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA |
| 54 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 60 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 66 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 72 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 78 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 84 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 90 | III | NA | NA | NA | NA | NA | NA | NA | 1680 | NA | NA | NA | NA | NA | NA |
| 96 | III | NA | NA | NA | NA | NA | NA | NA | 1690 | NA | NA | NA | NA | NA | NA |
| 102 | IV | NA | NA | NA | NA | NA | NA | NA | 1700 | NA | NA | NA | NA | NA | NA |
| 108 | 1360 | NA | NA | NA | NA | NA | NA | NA | 1710 | NA | NA | NA | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

* May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

| STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
|---|--|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|--|
| Nominal Diameter in. | Type 3 | | | | | | | | Type 4 | | | | | | | |
| | Fill Height: Greater than 3 m not exceeding 4.5 m | | | | | | | | Fill Height: Greater than 4.5 m not exceeding 6 m | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPP | |
| 250 | NA | 2 | X | X | X | X | X | NA | NA | 3 | X | X | X | X | NA | |
| 300 | III | 2 | X | X | X | X | NA | X | IV | NA | NA | X | X | X | NA | |
| 375 | III | 3 | X | X | X | NA | NA | X | IV | NA | NA | X | X | NA | X | |
| 450 | III | NA | X | X | X | X | NA | X | IV | NA | NA | X | X | X | NA | |
| 525 | III | NA | NA | X | X | NA | NA | NA | IV | NA | NA | X | X | NA | NA | |
| 600 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA | |
| 675 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 750 | III | NA | NA | X | X | X | NA | X | IV | NA | NA | X | X | X | NA | |
| 825 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 900 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA | |
| 1050 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA | |
| 1200 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA | |
| 1350 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 1500 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 1650 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 1800 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 1950 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 2100 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA | |
| 2250 | III | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | |
| 2400 | III | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | |
| 2550 | IV | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | |
| 2700 | 70 | NA | NA | NA | NA | NA | NA | NA | 80 | NA | NA | NA | NA | NA | NA | |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

* May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | |
|--|--|-----|------|--|-----|------|---|------|
| Nominal Diameter in. | Type 5 | | | Type 6 | | | Type 7 | |
| | Fill Height: Greater than 20' not exceeding 25' | | | Fill Height: Greater than 25' not exceeding 30' | | | Fill Height: Greater than 30' not exceeding 35' | |
| | RCCP | PVC | CPVC | RCCP | PVC | CPVC | RCCP | CPVC |
| 10 | NA | X | X | NA | X | X | NA | X |
| 12 | IV | X | X | V | X | X | V | X |
| 15 | IV | X | X | V | X | X | V | X |
| 18 | IV | X | X | V | X | X | V | X |
| 21 | IV | X | X | V | X | X | V | X |
| 24 | IV | X | X | V | X | X | V | X |
| 27 | IV | NA | NA | V | NA | NA | V | NA |
| 30 | IV | X | X | V | X | X | V | X |
| 33 | IV | NA | NA | V | NA | NA | V | NA |
| 36 | IV | X | X | V | X | X | V | X |
| 42 | IV | X | NA | V | X | NA | V | NA |
| 48 | IV | X | NA | V | X | NA | V | NA |
| 54 | IV | NA | NA | V | NA | NA | V | NA |
| 60 | IV | NA | NA | V | NA | NA | V | NA |
| 66 | IV | NA | NA | V | NA | NA | V | NA |
| 72 | V | NA | NA | V | NA | NA | V | NA |
| 78 | 2020 | NA | NA | 2370 | NA | NA | 2730 | NA |
| 84 | 2020 | NA | NA | 2380 | NA | NA | 2740 | NA |
| 90 | 2030 | NA | NA | 2390 | NA | NA | 2750 | NA |
| 96 | 2040 | NA | NA | 2400 | NA | NA | 2750 | NA |
| 102 | 2050 | NA | NA | 2410 | NA | NA | 2760 | NA |
| 108 | 2060 | NA | NA | 2410 | NA | NA | 2770 | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

| STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | |
|---|---|-----|------|---|-----|------|---|------|
| Nominal Diameter in. | Type 5 | | | Type 6 | | | Type 7 | |
| | Fill Height: Greater than 20' not exceeding 25' | | | Fill Height: Greater than 25' not exceeding 30' | | | Fill Height: Greater than 30' not exceeding 35' | |
| | RCCP | PVC | CPVC | RCCP | PVC | CPVC | RCCP | CPVC |
| 250 | NA | X | X | NA | X | X | NA | X |
| 300 | IV | X | X | V | X | X | V | X |
| 375 | IV | X | X | V | X | X | V | X |
| 450 | IV | X | X | V | X | X | V | X |
| 525 | IV | X | X | V | X | X | V | X |
| 600 | IV | X | X | V | X | X | V | X |
| 675 | IV | NA | NA | V | NA | NA | V | NA |
| 750 | IV | X | X | V | X | X | V | X |
| 825 | IV | NA | NA | V | NA | NA | V | NA |
| 900 | IV | X | X | V | X | X | V | X |
| 1050 | IV | X | NA | V | X | NA | V | NA |
| 1200 | IV | X | NA | V | X | NA | V | NA |
| 1350 | IV | NA | NA | V | NA | NA | V | NA |
| 1500 | IV | NA | NA | V | NA | NA | V | NA |
| 1650 | IV | NA | NA | V | NA | NA | V | NA |
| 1800 | V | NA | NA | V | NA | NA | V | NA |
| 1950 | 100 | NA | NA | 110 | NA | NA | 130 | NA |
| 2100 | 100 | NA | NA | 110 | NA | NA | 130 | NA |
| 2250 | 100 | NA | NA | 110 | NA | NA | 130 | NA |
| 2400 | 100 | NA | NA | 120 | NA | NA | 130 | NA |
| 2550 | 100 | NA | NA | 120 | NA | NA | 130 | NA |
| 2700 | 100 | NA | NA | 120 | NA | NA | 130 | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

“**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used.”

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

“1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

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

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

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

"As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second."

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

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

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

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2014

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

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

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile?

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

| Mixture FRAP will be used in: | Sieve Size that 100% of FRAP Shall Pass |
|-------------------------------|---|
| IL-25.0 | 2 in. (50 mm) |
| IL-19.0 | 1 1/2 in. (40 mm) |
| IL-12.5 | 1 in. (25 mm) |
| IL-9.5 | 3/4 in. (20 mm) |
| IL-4.75 | 1/2 in. (13 mm) |

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.

- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as “Non-Quality”.

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be “B Quality” or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

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

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

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

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Source”.

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

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

| Parameter | FRAP/Homogeneous /Conglomerate | Conglomerate “D” Quality |
|----------------------|--------------------------------|--------------------------|
| 1 in. (25 mm) | | $\pm 5 \%$ |
| 1/2 in. (12.5 mm) | $\pm 8 \%$ | $\pm 15 \%$ |
| No. 4 (4.75 mm) | $\pm 6 \%$ | $\pm 13 \%$ |
| No. 8 (2.36 mm) | $\pm 5 \%$ | |
| No. 16 (1.18 mm) | | $\pm 15 \%$ |
| No. 30 (600 μ m) | $\pm 5 \%$ | |
| No. 200 (75 μ m) | $\pm 2.0 \%$ | $\pm 4.0 \%$ |
| Asphalt Binder | $\pm 0.4 \%$ ^{1/} | $\pm 0.5 \%$ |
| G_{mm} | ± 0.03 | |

1/ the tolerance for FRAP shall be ± 0.3 %.

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

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

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

| Parameter | RAS |
|------------------------|-------------|
| No. 8 (2.36 mm) | ± 5 % |
| No. 16 (1.18 mm) | ± 5 % |
| No. 30 (600 μ m) | ± 4 % |
| No. 200 (75 μ m) | ± 2.0 % |
| Asphalt Binder Content | ± 1.5 % |

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

| HMA Mixtures ^{1/, 2/} | RAP/RAS Maximum ABR % | | |
|--------------------------------|------------------------|---------|------------------|
| Ndesign | Binder/Leveling Binder | Surface | Polymer Modified |
| 30 | 30 | 30 | 10 |
| 50 | 25 | 15 | 10 |
| 70 | 15 | 10 | 10 |
| 90 | 10 | 10 | 10 |
| 105 | 10 | 10 | 10 |

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given N design.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

| HMA Mixtures <i>1/, 2/</i> | FRAP/RAS Maximum ABR % | | |
|-------------------------------|---------------------------|---------|------------------------------------|
| Ndesign | Binder/Leveling Binder | Surface | Polymer Modified ^{3/, 4/} |
| 30 | 50 | 40 | 10 |
| 50 | 40 | 35 | 10 |
| 70 | 40 | 30 | 10 |
| 90 | 40 | 30 | 10 |
| 105 | 40 | 30 | 10 |

- 1/ For HMA “All Other” (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

- (1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
 - f. Virgin asphalt binder weight to the nearest pound (kilogram).
 - g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except “Non-Quality” and “FRAP”. The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research’s Policy Memorandum, “Reclaimed Asphalt Pavement (RAP) for Aggregate Applications”.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted.”

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

“508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast Prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

“In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

Revise Article 1042.03(d) of the Standard Specifications to read:

“(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within $\pm 1/4$ in. (± 6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site.”

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

“669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

“669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number; date sampled location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as “uncontaminated soil” at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as “uncontaminated soil” according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.”

Revise Article 669.14 of the Standard Specifications to read:

“669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal.”

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

“The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.”

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft. (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Add the following to Article 701.15(l) of the Standard Specifications:

“(l) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11.”

Add the following to Article 701.20 of the Standard Specifications:

“(k) Speed Display Trailer will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER.”

Add the following to Article 1106.02 of the Standard Specifications:

“(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft (300 m). The radar shall have an accuracy of ± 1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of “YOUR SPEED” immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.”

STABILIZED SUBBASE (BDE)

Effective: April 1, 2014

Revise Article 312.06 of the Standard Specifications to read:

“312.06 Finishing. The compacted subbase shall meet the lines and grades shown on the plans.”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algacides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY (BDE)

Effective: January 1, 2014

Add the following to the Article 701.18 of the Standard Specifications:

“(l) Standard 701428. When the shoulder width will not allow placement of the shoulder truck and provide 9 ft (3.0 m) of unobstructed lane width in the lane being closed, the shoulder truck shall not be used.”

Revise Article 701.19(a) of the Standard Specifications to read:

“(a) Not Measured. Traffic control and protection required under Standards 701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, 701426, 701427, and 701428 will not be measured for payment.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price has been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2013

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Materials.

Add the following to Article 1030.02 of the Standard Specifications.

“(h) Warm Mix Asphalt (WMA) Technologies (Note 3)”

Add the following note to Article 1030.02 of the Standard Specifications.

“Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, “Warm-Mix Asphalt Technologies”.”

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

“1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.

Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

“At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.”

Quality Control/Quality Assurance Testing.

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 | |
| Aggregate Gradation % 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) Note 1. | 1 washed ignition oven test on the mix per half day of production Note 4. | 1 washed ignition oven test on the mix per day of production Note 4. | Illinois Procedure |
| Asphalt Binder Content by Ignition Oven Note 2. | 1 per half day of production | 1 per day | Illinois-Modified AASHTO T 308 |
| VMA Note 3. | Day's production ≥ 1200 tons: 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) | N/A | Illinois-Modified AASHTO R 35 |
| Air Voids Bulk Specific Gravity of Gyratory Sample Note 5. | Day's production ≥ 1200 tons: 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) | 1 per day | Illinois-Modified AASHTO T 312 |
| Maximum Specific Gravity of Mixture | Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first | 1 per day | Illinois-Modified AASHTO T 209 |

| 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 | |
| | 2 days and 1 per day thereafter (first sample of the day) | | |

Note 1. The No. 8 (2.36 mm) and No. 30 (600 µm) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. 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.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
 WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: August 1, 2013

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

- Where: CA = Cost Adjustment, \$.
- BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- %AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and $\% AC_V$.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).
D = Depth of the HMA mixture, in. (mm).
 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return with Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ **Date:** _____

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009

Revised: July 1, 2009

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

| English Units | | |
|--|--------|--------------|
| Category | Factor | Units |
| A - Earthwork | 0.34 | gal / cu yd |
| B – Subbase and Aggregate Base courses | 0.62 | gal / ton |
| C – HMA Bases, Pavements and Shoulders | 1.05 | gal / ton |
| D – PCC Bases, Pavements and Shoulders | 2.53 | gal / cu yd |
| E – Structures | 8.00 | gal / \$1000 |

| Metric Units | | |
|--|--------|---------------------|
| Category | Factor | Units |
| A - Earthwork | 1.68 | liters / cu m |
| B – Subbase and Aggregate Base courses | 2.58 | liters / metric ton |
| C – HMA Bases, Pavements and Shoulders | 4.37 | liters / metric ton |
| D – PCC Bases, Pavements and Shoulders | 12.52 | liters / cu m |
| E – Structures | 30.28 | liters / \$1000 |

(c) Quantity Conversion Factors.

| Category | Conversion | Factor |
|----------|--------------------|--------------------------------------|
| B | sq yd to ton | 0.057 ton / sq yd / in depth |
| | sq m to metric ton | 0.00243 metric ton / sq m / mm depth |
| C | sq yd to ton | 0.056 ton / sq yd / in depth |
| | sq m to metric ton | 0.00239 m ton / sq m / mm depth |
| D | sq yd to cu yd | 0.028 cu yd / sq yd / in depth |
| | sq m to cu m | 0.001 cu m / sq m / mm depth |

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_P - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$
FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)
FUF = Fuel Usage Factor in the pay item(s) being adjusted
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Progress Payments. Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI_L and FPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Return with Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
FUEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following categories of work?

- | | | |
|--|-----|--------------------------|
| Category A Earthwork. | Yes | <input type="checkbox"/> |
| Category B Subbases and Aggregate Base Courses | Yes | <input type="checkbox"/> |
| Category C HMA Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category D PCC Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category E Structures | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2009

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

| Item | Unit Mass (Weight) |
|---|--------------------------------|
| Metal Piling (excluding temporary sheet piling) | |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness) | 23 lb/ft (34 kg/m) |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness) | 32 lb/ft (48 kg/m) |
| Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness) | 37 lb/ft (55 kg/m) |
| Other piling | See plans |
| Structural Steel | See plans for weights (masses) |
| Reinforcing Steel | See plans for weights (masses) |
| Dowel Bars and Tie Bars | 6 lb (3 kg) each |
| Mesh Reinforcement | 63 lb/100 sq ft (310 kg/sq m) |
| Guardrail | |
| Steel Plate Beam Guardrail, Type A w/steel posts | 20 lb/ft (30 kg/m) |
| Steel Plate Beam Guardrail, Type B w/steel posts | 30 lb/ft (45 kg/m) |
| Steel Plate Beam Guardrail, Types A and B w/wood posts | 8 lb/ft (12 kg/m) |
| Steel Plate Beam Guardrail, Type 2 | 305 lb (140 kg) each |
| Steel Plate Beam Guardrail, Type 6 | 1260 lb (570 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Tangent) | 730 lb (330 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Flared) | 410 lb (185 kg) each |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | |
| Traffic Signal Post | 11 lb/ft (16 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m) | 14 lb/ft (21 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m) | 21 lb/ft (31 kg/m) |
| Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m) | 13 lb/ft (19 kg/m) |
| Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m) | 19 lb/ft (28 kg/m) |
| Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m) | 31 lb/ft (46 kg/m) |
| Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m) | 65 lb/ft (97 kg/m) |
| Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m) | 80 lb/ft (119 kg/m) |
| Metal Railings (excluding wire fence) | |
| Steel Railing, Type SM | 64 lb/ft (95 kg/m) |
| Steel Railing, Type S-1 | 39 lb/ft (58 kg/m) |
| Steel Railing, Type T-1 | 53 lb/ft (79 kg/m) |
| Steel Bridge Rail | 52 lb/ft (77 kg/m) |
| Frames and Grates | |
| Frame | 250 lb (115 kg) |
| Lids and Grates | 150 lb (70 kg) |

Return with Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

- | | | |
|--|-----|--------------------------|
| Metal Piling | Yes | <input type="checkbox"/> |
| Structural Steel | Yes | <input type="checkbox"/> |
| Reinforcing Steel | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement | Yes | <input type="checkbox"/> |
| Guardrail | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence) | Yes | <input type="checkbox"/> |
| Frames and Grates | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

| | | | |
|---------|--------------------|--------------|--------------------|
| Route | <u>FAU 5756</u> | Marked Rte. | <u>RIVER DRIVE</u> |
| Section | <u>(81-1)M</u> | Project No. | <u></u> |
| County | <u>ROCK ISLAND</u> | Contract No. | <u>64J68</u> |

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) 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.

PAUL LOETE
 Print Name
Deputy Director of Highways, Region 2 Engineer
 Title
ILLINOIS DEPARTMENT OF TRANSPORTATION
 Agency

Paul A. Loete
 Signature
3-27-14
 Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

This project will reconstruct a section of River Drive located in Moline Township and Rock Island County. This Storm Water Pollution Prevention Plan for Contract 64J68 consists of the proposed reconstruction of River Drive from 19th Street (41° 30' 36"N, 90° 30' 44"W) to 23rd Street (41° 30' 43"N, 90° 30' 26"W) and 20th Street (Frontage Road) from 22nd Street (41° 30' 42"N, 90° 30' 31"W) to just west of 23rd Street (41° 30' 43"N, 90° 30' 29"W).

B. Provide a description of the construction activity which is the subject of this plan:

The reconstruction activities include earthwork, drainage, permanent pavement, sidewalk, shared-use path, sanitary sewer reconstruction and water main reconstruction. The purpose of the HMA pavement on the existing River Drive loop ramps (referred to as Exit Ramp N-3 for I-74 SB/EB to River Drive and Entrance Ramp 3-N for River Drive to I-74NB/WB) is to provide a transition between the existing ramps and the elevated River Drive proposed profile. 20th Street (Frontage Road) will be partially realigned and reconstructed in order to accommodate the geometric revisions to River Drive.

C. Provide the estimated duration of this project:

12 months

D. The total area of the construction site is estimated to be 6.7 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 6.7 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

C = 0.88

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

Orthents, loamy, undulating (802B) - Orthents consist of disturbed materials such as fills. This soil is generally well drained, moderately-slowly permeable, has a moderate shrink-swell potential, is moderately susceptible to frost action, and moderately corrosive to steel and concrete.

The predominant soil types on the project are silty clays and clayey silts. These soils are sensitive to changes in moisture content, and can become very soft with the combined action of wet conditions, freeze/thaw action, and construction traffic. Immediately after the spring thaw and during periods of high precipitation, these soils will exhibit high water contents and correspondingly low strengths.

- G. Provide an aerial extent of wetland acreage at the site:

Per the Phase I report, there are no wetlands located within or adjoining the project boundaries.

- H. Provide a description of potentially erosive areas associated with this project:

The proposed profile for River Drive is being raised approximately 4' at the highest point. The proposed roadside slopes are 1:4.

- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

River Drive will be closed to traffic between 19th Street and 23rd Avenue during the reconstruction of the roadway pavement. Therefore, there is no staged construction. A detour will be provided for traffic. A list of the soil disturbing activities on the project include:

- earthwork,
- utility reconstruction/relocation,
- drainage improvements,
- pavement reconstruction,
- sidewalk and shared-use path construction,
- ramp pavement connection between River Drive and Ramps N-3 and 3-N

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural 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 surface water including wetlands.

- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

City of Moline.

- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

Illinois Department of Transportation and the City of Moline.

- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

The project will drain into the City of Moline stormwater system. The Mississippi River is the closest receiving water for the City of Moline System.

- N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

There are no specific areas that are anticipated to be protected or remain undisturbed.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):
 - a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
 - b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
 - c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
 - d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
2. TMDL (fill out this section if checked above)
 - a. The name(s) of the listed water body:
 - b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
 - c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

P. The following pollutants of concern will be associated with this construction project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

- A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:
 1. Minimize the amount of soil exposed during construction activity;
 2. Minimize the disturbance of steep slopes;
 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **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 but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- | | |
|--|--|
| <input type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input checked="" type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the stabilization practices listed above will be utilized during construction:

The Contractor shall seed or sod all disturbed areas within the project limits. Seeding Class 2A shall be used on front slopes of the temporary shared-use path. Sodding will be used within the project limits along River Drive. See plans for locations.

Erosion control blanket will be installed over fill slopes and in high velocity areas where it has been brought to final grade and seeded.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

All necessary stabilization practices listed above will be used as needed until all disturbed areas have been stabilized with permanent seeding and mulch or sod.

C. **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 but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, 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.

The following structural practices will be used for this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input type="checkbox"/> Temporary Ditch Check | <input type="checkbox"/> Riprap |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input checked="" type="checkbox"/> Other (specify) Inlet Filters |
| <input type="checkbox"/> Permanent Check Dams | <input checked="" type="checkbox"/> Other (specify) Erosion Control Blanket |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the structural practices listed above will be utilized during construction:

A perimeter erosion barrier (silt fence) will be used in all areas where runoff from disturbed areas has the potential to travel offsite or into swales, ditches or other natural water bodies. Erosion control blankets will also be used to help prevent soil erosion in drainage areas. Inlet and pipe protection and inlet filters will be used where needed as soon as the pipes have been permanently placed. See Erosion Control Plan Sheets.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

All temporary structural practices will be removed after everything has stabilized and construction activities have been completed.

D. Treatment Chemicals

Will polymer flocculants or treatment chemicals be utilized on this project: Yes No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. Permanent Storm Water Management Controls: Provided below is a description of measures that will be installed during the construction process to control volume and 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.

1. Such practices may include but are not limited to: 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 Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. 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 permanent storm water management controls:

Storm water drainage will be provided by curb and gutter and storm sewer. Areas disturbed will have permanent seeding and mulch or permanent sodding. There are no anticipated measures to be installed to control pollutants in storm water discharges that occur after construction operations have been completed.

F. Approved State or Local Laws: 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. 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, site permits, 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 the 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:

All management practices, controls and other provisions provided in the plan are in accordance with IDOT Standard Specifications and the Illinois Urban Manual.

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
 2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
 - Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

The contractor shall clean up and grade the work area to eliminate concentration of runoff, cover the openings of pipes in trenches and open inlets at the close of each day. Maintain and replace erosion and sediment control items as needed. The contractor shall remove and dispose of silt retained by temporary erosion barriers when they meet specified heights in erosion and sediment control plans. Contractor shall inspect condition of fence and to see if the fabric is securely attached to the fence posts and that the posts are firmly secured in the ground. Areas of erosion control blanket which fail will be repaired immediately. All maintenance of erosion control systems will be the responsibility of the contractor. All measures will be inspected and maintained in good working order.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

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 shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance 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

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

| | | | |
|---------|--------------------|--------------|--------------------|
| Route | <u>FAU 5756</u> | Marked Rte. | <u>River Drive</u> |
| Section | <u>(81-1)M</u> | Project No. | <u></u> |
| County | <u>Rock Island</u> | Contract No. | <u>64J68</u> |

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

| | |
|----------------|----------------|
| _____ | _____ |
| Print Name | Signature |
| _____ | _____ |
| Title | Date |
| _____ | _____ |
| Name of Firm | Telephone |
| _____ | _____ |
| Street Address | City/State/ZIP |

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

See list in Section II G 1 and 2.

PROJECT LABOR AGREEMENT - QUARTERLY EMPLOYMENT REPORT

Public Act 97-0199 requires the Department to submit quarterly reports regarding the number of minorities and females employed under Project Labor Agreements. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the project labor agreement of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website <http://www.dot.il.gov/const/conforms.html>.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e. April 15 for the January – March reporting period). The form shall be emailed to DOT.PLA.Reporting@illinois.gov or faxed to (217) 524-4922.

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Illinois Department of Transportation
PROJECT LABOR AGREEMENT

This Project Labor Agreement (“PLA” or “Agreement”) is entered into this _____ day of _____, 2014, by and between the Illinois Department of Transportation (“IDOT” or “Department”) in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades signatory hereto as determined by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of each of its affiliated members (individually and collectively, the “Unions”). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT’s Prime Contractor and each of its subcontractors of whatever tier (“Subcontractor” or “Subcontractors”) on Contract No. **64J68** (hereinafter, the “Project”).

ARTICLE 1 - INTENT AND PURPOSES

- 1.1 This PLA is entered into in accordance with the Project Labor Agreement Act (“Act”, 30 ILCS 571). It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays, or other disruptions to the prosecution of the work. The parties acknowledge the obligations of the Contractors and Subcontractors to comply with the provisions of the Act. The parties will work with the Contractors and Subcontractors within the parameters of other statutory and regulatory requirements to implement the Act’s goals and objectives.
- 1.2 As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall execute a “Contractor Letter of Assent”, in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. The Contractor shall submit a Subcontractor’s Contractor Letter of Assent to the Department prior to the Subcontractor’s performance of Construction Work on the Project. Upon request copies of the applicable collective bargaining agreements will be provided by the appropriate signatory labor organization consistent with this Agreement and at the pre-job conference referenced in Article III, Section 3.1.
- 1.3 Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Contractor Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company, or entity that does not agree in writing to become bound for the term of this Project by the terms of this PLA prior to commencing such work and to the applicable area-wide collective bargaining agreement(s) with the Union(s) signatory hereto.

- 1.4 It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.
- 1.5 In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.6 Subject to the provisions of paragraph 1.5 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors or Subcontractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.7 Subject to the limitations of paragraphs 1.4 to 1.6 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.6 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.

- 1.8 To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice in the form of a lien of a Contractor's or Subcontractor's delinquency from any applicable fringe benefit fund, IDOT will withhold from the Contractor's periodic pay request an amount sufficient to extinguish any delinquency obligation of the Contractor or Subcontractor arising out of the Project.
- 1.9 In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all "construction, demolition, rehabilitation, renovation, or repair" work performed by a "laborer or mechanic" at the "site of the work" for the purpose of "building" the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5 and Illinois labor laws.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.

- 2.5 The parties are mutually committed to promoting a safe working environment for all personnel at the job-site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.6 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.7 All parties to this PLA agree that they will not discriminate against any employee based on race, creed, religion, color, national origin, union activity, age, gender or sexual orientation and shall comply with all applicable federal, state, and local laws.
- 2.8 In accordance with the Act and to promote diversity in employment, IDOT will establish, in cooperation with the other parties, the apprenticeship hours which are to be performed by minorities and females on the Project. IDOT shall consider the total hours to be performed by these underrepresented groups, as a percentage of the workforce, and create aspirational goals for each Project, based on the level of underutilization for the service area of the Project (together "Project Employment Objectives"). IDOT shall provide a quarterly report regarding the racial and gender composition of the workforce on the Project.

Persons currently lacking qualifications to enter apprenticeship programs will have the opportunity to obtain skills through basic training programs as have been established by the Department. The parties will endeavor to support such training programs to allow participants to obtain the requisite qualifications for the Project Employment Objectives.

The parties agree that all Contractors and Subcontractors working on the Project shall be encouraged to utilize the maximum number of apprentices as permitted under the terms of the applicable collective bargaining agreements to realize the Project Employment Objectives.

The Unions shall assist the Contractor and each Subcontractor in efforts to satisfy Project Employment Objectives. A Contractor or Subcontractor may request from a Union specific categories of workers necessary to satisfy Project Employment Objectives. The application of this section shall be consistent with all local Union collective bargaining agreements, and the hiring hall rules and regulations established for the hiring of personnel, as well as the apprenticeship standards set forth by each individual Union.

- 2.9 The parties hereto agree that engineering/architectural/surveying consultants' materials testing employees are subject to the terms of this PLA for Construction Work performed for a Contractor or Subcontractor on this Project. These workers shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.
- 2.10 This Agreement shall not apply to IDOT employees or employees of any other governmental entity.

ARTICLE III - ADMINISTRATION OF AGREEMENT

- 3.1 In order to assure that all parties have a clear understanding of the PLA, and to promote harmony, at the request of the Unions a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Any notice contemplated under Article VI and VII of this Agreement to a signatory labor organization shall be made in writing to the Local Union with copies to the local union's International Representative.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

- 4.1 The standard work day and work week for Construction Work on the Project shall be consistent with the respective collective bargaining agreements. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.

- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V – GRIEVANCE PROCEDURES FOR DISPUTES ARISING UNDER A PARTICULAR COLLECTIVE BARGAINING AGREEMENT

- 5.1 In the event a dispute arises under a particular collective bargaining agreement specifically not including jurisdictional disputes referenced in Article VI below, said dispute shall be resolved by the Grievance/Arbitration procedure of the applicable collective bargaining agreement. The resulting determination from this process shall be final and binding on all parties bound to its process.
- 5.2 Employers covered under this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such violation of this agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at the Project site shall continue without disruption or hindrance of any kind as a result of a Grievance/Arbitration procedure under this Article.

- 5.3 In the event there is a deadlock in the foregoing procedure, the parties agree that the matter shall be submitted to arbitration for the selection and decision of an Arbitrator governed under paragraph 6.8.

ARTICLE VI –DISPUTES: GENERAL PRINCIPLES

- 6.1 This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.
- 6.2 A panel of Permanent Arbitrators are attached as addendum (A) to this agreement. By mutual agreement between IDOT and the Unions, the parties can open this section of the agreement as needed to make changes to the list of permanent arbitrators.
- 6.3 The PLA Jurisdictional Dispute Resolution Process (“Process”) sets forth the procedures below to resolve jurisdictional disputes between and among Contractors, Subcontractors, and Unions engaged in the building and construction industry. Further, the Process will be followed for any grievance or dispute arising out of the interpretation or application of this PLA by the parties except for the prohibition on attorneys contained in 6.11. All decisions made through the Process are final and binding upon all parties.

DISPUTE PROCESS

- 6.4 Administrative functions under the Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative, called the Administrator. In no event shall any officer, employee, agent, attorney, or other representative of the Illinois Federation of Labor, AFL-CIO be subject to any subpoena to appear or testify at any jurisdictional dispute hearing.
- 6.5 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor (“Federation”) from any liability arising from its action or inaction and covenant not to sue the Federation, nor its officers, employees, agents or attorneys.
- 6.6 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, Contractors or Subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
- (a) Representatives of the affected trades and the Contractor or Subcontractor shall meet on the job site within two (2) business days after receiving written notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

- (b) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within two (2) business days subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
- (c) If no settlement agreement is reached during the proceedings contemplated by Paragraphs “a” or “b” above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Process for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or the Administrator, pursuant to paragraph 6.4 of this agreement. The Administrator shall, within three (3) days, provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown and determined by the Administrator, an additional three (3) day extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. Business days are defined as Monday through Friday, excluding contract holidays.

- 6.7 The primary concern of the Process shall be the adjustment of jurisdictional disputes arising out of the Project. A sufficient number of Arbitrators shall be selected from list of approved Arbitrators as referenced Sec. 6.2 and shall be assigned per Sec. 6.8. Decisions shall be only for the Project and shall become effective immediately upon issuance and complied with by all parties. The authority of the Arbitrator shall be restricted and limited specifically to the terms and provisions of Article VI and generally to this Agreement as a whole.
- 6.8 The Arbitrator chosen shall be randomly selected based on the list of Arbitrators in Sec. 6.2 and geographical location of the jurisdictional dispute and upon his/her availability, and ability to conduct a Hearing within two (2) business days of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within two (2) business days subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union's General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

- 6.9 In rendering a decision, the Arbitrator shall determine:
- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
 - (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and,
 - (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- 6.10 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the Project. Agreements of Record, for other PLA projects, are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.
- 6.11 All interested parties, as determined by the Arbitrator, shall be entitled to make presentations to the Arbitrator. Any interested labor organization affiliated to the PLA Committee and party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization's International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator's subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Attorneys shall not be permitted to attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

- 6.12 The Order of Presentation in all Hearings before an Arbitrator shall be
- I. Identification and Stipulation of the Parties
 - II. Unions(s) claiming the disputed work presents its case
 - III. Union(s) assigned the disputed work presents its case
 - IV. Employer assigning the disputed work presents its case
 - V. Evidence from other interested parties (i.e., general contractor, project manager, owner)
 - VI. Rebuttal by union(s) claiming the disputed work
 - VII. Additional submissions permitted and requested by Arbitrator
 - VIII. Closing arguments by the parties
- 6.13 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and IDOT, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.
- 6.14 The Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision.
- 6.15 If at any time there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys' fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.
- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities.
- 7.2.A No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.2.B Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.
- During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.3 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.4 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.5 of this Article.

- 7.5 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
- 7.5.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to paragraph 6.8 of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.5.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.5.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.5.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.5.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 7.6 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.

- 7.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.8 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – TERMS OF AGREEMENT

- 8.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 This Agreement shall be in full force as of and from the date of the Notice of Award until the Project contract is closed.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

[The Balance of This Page Intentionally Left Blank]

Addendum A

IDOT Slate of Permanent Arbitrators

1. Bruce Feldacker
2. Thomas F. Gibbons
3. Edward J. Harrick
4. Brent L. Motchan
5. Robert Perkovich
6. Byron Yaffee
7. Glenn A. Zipp

Execution Page

Illinois Department of Transportation

Omer Osman, Director of Highways

Matthew Hughes, Director Finance & Administration

Michael A. Forti, Chief Counsel

Ann L. Schneider, Secretary

(Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the Unions listed below:

(Date)

List Unions:

****RETURN WITH BID****

Exhibit A - Contractor Letter of Assent

(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract No. 64J68], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

(Authorized Company Officer)

(Company)

****RETURN WITH BID****

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

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

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

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

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

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