

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

Contractors 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. This does not apply to Small Business Set-Asides.

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. This does not apply to Small Business Set-Asides.

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 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 form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that 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 Plans and Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

164

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

Letting June 17, 2011

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. This does not apply to Small Business Set-Asides.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

| |
|-------------|
| Prepared by |
| Checked by |

S

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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

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

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

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

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds**

This project consists of upgrading the IL Route 161 railroad underpass storm water pump station located in Centralia at Noleman Street.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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 proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

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

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

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

Schedule of Combination Bids

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

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement 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. **The services of a subcontractor will or may be used.**

Check box Yes
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

10. **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 or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

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

I. GENERAL

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

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. 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 chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

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

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Illinois Procurement Code provides:

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

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

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, 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.

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

E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

G. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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 Illinois Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, 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 1961.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer 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.

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

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, 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.

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH BID

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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 500/50-12 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 Procurement 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 chief procurement officer may declare the contract void if this certification is false.

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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.

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

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

RETURN WITH BID

J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement 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, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

- /___/ Company has no business operations in Iran to disclose.
/___/ Company has business operations in Iran as disclosed the attached document.

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

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

Three horizontal lines for listing program sponsors.

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

TO BE RETURNED WITH BID

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

Sections 20-160 and 50-37 of the Illinois Procurement 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 Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity 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. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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 Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement 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 chief procurement officer 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 Procurement 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: _____

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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer 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 Illinois Procurement 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 Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid.**

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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on 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 ___

(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 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.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$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 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, as of 7/1/07 are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 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 2 times the salary of the Governor?
Yes ___ No ___

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United 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 BID/OFFER

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

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

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

2. 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: _____ Date _____
Signature of Individual or Authorized Representative

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.

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

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. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed 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
Contract No. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative

Typed or printed name and title of Authorized Representative

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.



Return with Bid

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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of
I, a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

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

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

(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



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract _____

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

| Pay Item No. | Description | Quantity | Unit Price | Total |
|--------------|-------------|----------|------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | | | | |

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

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. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor

Signature for DBE Firm

Title _____

Title _____

Date _____

Date _____

Contact _____

Contact _____

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. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement 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 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 Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

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 chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, 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 1961.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer 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.

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

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, 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.

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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

1. The Illinois Procurement Code provides:

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 Procurement 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 chief procurement officer 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 500/50-12 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 Procurement 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 chief procurement officer 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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies.

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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a 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 Illinois Procurement 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 \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement 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 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, as of 7/1/07 are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 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 annual 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 &
Procurement Related Information
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 Illinois Procurement Act (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 \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement 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

| | | |
|--------------------------|---------------------------------|-------|
| <input type="checkbox"/> | _____ | _____ |
| | Signature of Authorized Officer | Date |



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 17, 2011. 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. 76E71
MARION County
Section 8Z-T-1
Route FAP 805
District 8 Construction Funds**

This project consists of upgrading the IL Route 161 railroad underpass storm water pump station located in Centralia at Noleman Street.

- 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

Gary Hannig,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-11)

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

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STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 80 (IL 161); Section 8Z-T-1; Marion County; Contract No. 76E71 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located in Centralia at North Chestnut Street at Noleman Street in Marion County.

DESCRIPTION OF PROJECT

This project consists of upgrading the IL Route 161 Railroad Underpass Strom Water Pump Station. The major pay items are as follows:

- Engineer's Field Office, Type A
- Pump Station General Work
- Pump Station Electrical Work
- Pump Station Mechanical Work
- Railroad Protective Liability Insurance

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

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

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

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

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

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

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

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

II. Monthly Contract Activity Report, Form SBE 248

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

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

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

Monthly Labor Summary and Activity Reporting System Codes and Formats

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

I.) Monthly Labor Summary Report, Form SBE 148

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

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

Specific "Fixed Length Comma Delimited ASCII File Format"

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

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

II.) Monthly Contract Activity Report, Form SBE 248

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

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

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

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

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

This Special Provision must be included in each subcontract agreement.

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

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

This Special Provision must be included in each subcontract agreement.

OFFICE COPY MACHINE
 Effective: January 1, 1987

Revised: November 1, 2006

The copier specified in Article 670.02 shall meet the following specifications:

- (1) Edge-to-edge copying.
- (2) Up to 11 in x 17 in (275 mm x 425 mm) size for copy-size capabilities.
- (3) A detachable platen cover in order to copy portions of large-bound documents.
- (4) A cabinet stand for the copier.

TELEPHONE ANSWERING MACHINE

Effective: January 11, 1990

Revised: November 1, 2006

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

- (1) Time/Day Indication - A computerized voice records the date and time that each message is received.
- (2) Beeperless Remote - Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Digital System - Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record - The operator can record any phone call.
- (5) Remote Turn-On - Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Full Message - The Caller is advised if the memory is insufficient to record the call.
- (7) Battery Back-Up - The settings and messages are protected from power failures.
- (8) Two-Line Capacity - Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

STATUS OF UTILITIES TO BE ADJUSTED

| NAME AND ADDRESS OF UTILITY | TYPE | LOCATION | ESTIMATED DATE RELOCATION COMPLETED |
|---|----------------|---|---|
| Ameren Illinois 1050 West Blvd. Belleville, IL 62221 Contact: Mr. Jason Klein Phone: (618) 236-4309 | Gas & Electric | Upgrade electrical service from 400 amp to 600 amp. | Completed in coordination with Construction |

| | | | |
|---|---------------------------|-------------------------------------|-----|
| AT&T Illinois Network Engineering 203 Goethe Street Floor 2 Collinsville, IL 62234 Contact: Mr. Dean Litzenburg Phone: (618) 346-6422 | Communications | No utility adjustments anticipated. | N/A |
| City of Centralia Public Works and Engineering 114 E. Fifth Street Centralia, IL 62801 Contact: Mr. Michael Frietsch Phone: (618) 533-7639 | Water & Sanitary Sewer | No utility adjustments anticipated. | N/A |
| Charter Communications, Inc. 941 Charter Commons Town & Country, MO 63017 Contact: Ms. Sara Bishop Phone: (636) 387-6633 | Cable TV | No utility adjustments anticipated. | N/A |
| PAETEC 102 E. Shafer Street Forsyth, IL 62535 Contact: Mr. Carl E. Atteberry Phone: (217) 876-7194 Ext. 223 | Communications | No utility adjustments anticipated. | N/A |
| US Signal Company, LLC 201 Ionia Ave. SW Grand Rapids, MI 49503 Contact: Mr. Don Offringa Phone: (616) 988-7024 | Communications | No utility adjustments anticipated. | N/A |

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

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

An open house will be provided for all contractors on June 8, 2011 from 10:00 am to 12:00 noon for all contractors to view the entire pump station. In the event that the Contractor is unable to attend, please contact David D. Walker at 618-346-3274 to schedule an appointment to view the pump station.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 1A - SUMMARY OF WORK

1. GENERAL:

1.1 General Work

1.1.1 The requirements of the Special Provisions and Division 1, General Requirements, shall apply to all Pump Station General Work.

1.1.2 The Pump Station General Work shall include, but not be limited to, the following:

- (a) All roofing work as indicated on the Drawings and as specified in 1. ELASTOMERIC SHEET ROOFING FULLY ADHERED/BALLASTED COVER.

(b) All doors and hardware as indicated on the Drawings and as specified in 2. ALUMINUM DOOR AND FRAME and 3. WINDOWS.

1.1.3 The following items of general work at the Pump Station are indicated on the drawings and as specified under the respective Sections of the Standard Specifications with separate pay items included in the Contract.

(f) Engineer's Field Office, Type A Section 670

1.1.4 Mobilization shall be paid for with a separate pay item and shall be in accordance with the requirements of Standard Specifications for Road and Bridge.

1.2 Description: Mechanical

1.2.1 The requirements of the Special Provisions and Division 1, General Requirements, shall apply to all Pump Station Mechanical Work.

1.2.2 The Pump Station Mechanical Work shall be as shown on the Drawings and as specified and include, but not be limited to, furnishing and installing the following:

- (a) Removal of existing piping and appurtenances and replace with new piping and appurtenances as indicated on the Drawings and as specified in all Contract Documents.
- (b) Removal of existing pumps, pump motors, pump motor base plates and floor opening guards, piping and fittings as indicated on the Drawings.
- (c) Storm water pumps, complete with all appurtenances.
- (d) Ventilation system including, but not limited to, exhaust fans with motorized louver/damper combination, supply units, duct work, louver and all appurtenances.

1.3 Description: Electrical

1.3.1 The requirements of the Special Provisions and Division 1, General Requirements, shall apply to all Pump Station Electrical Work.

1.3.2 The pump Station Electrical Work shall include, but not be limited to, furnishing and installing the following:

- (a) All demolition work as described in the contract drawings
- (b) Disconnection and removal of existing electric service, including all metering as described on contract plans.
- (c) Installation and connection of a new electric service including all metering in accordance with Ameren UE Requirements.
- (d) Motor control center.
- (e) Disconnect switches and motor starters.
- (f) Control panel.
- (g) Lighting fixtures, lighting panel board and wiring devices.
- (h) Power, lighting, control and signal wires and cables.
- (i) Conduit and raceway system.
- (j) Electric heater, complete.
- (k) Generator system.
- (l) Float type level sensing control system.
- (m) Branch wiring and conduit for main pumps, sump pumps, unit heater, ventilation system, and other electrical equipment as shown on the Drawings.

(n) Testing

1.3.3 Electric service connection shall be paid under pay item Pump Station Electrical Work.

1.4 Scope of Work

1.4.1 It is the intent of these Special Provisions, together with the Contract Drawings and referenced Standard Specifications, to define the work required for rehabilitation of the pump station and to maintain operations of the existing pump station facility during rehabilitation. No portion of the work required to provide a coordinated complete installation may be omitted even though not expressly specified or indicated.

This work shall consist of:

- (a) Removal of stormwater pumps and sump pump.
- (b) Installation of the proposed storm water pumping units and sump pump and all appurtenances.
- (c) Disconnection and removal of electric service system and control system.
- (d) Installation of the proposed electric service system including pump control, motor control center, generator and appurtenances.
- (e) Miscellaneous items as shown and/or specified.
- (f) Maintain continuous operations of the existing pump station during rehabilitation.
- (g) Miscellaneous items as shown, as required and or as specified.

1.4.2 This work shall be paid as part of the Contract lump sum price for PUMP STATION GENERAL WORK, which shall be payment in full for the work described herein.

- (a) Replacement roof
- (b) Window removal
- (c) Installation of new door

(1.5 thru 1.7 Reserved)

1.8 Submittals

1.8.1 Except as specified elsewhere herein, materials and equipment shall be in conformance with the requirements of Section 106 of the Standard Specifications. All iron and steel products which are incorporated into the work shall be domestically manufactured, or produced, or fabricated. The Contractor shall provide documents certifying domestic source. Also all coating (epoxy, galvanizing, painting) shall be domestically applied.

1.8.2 Materials and equipment shall be the products of established and reputable manufacturers and shall be suitable for the service required. Unless otherwise specifically indicated, all materials and equipment shall be new. The Contractor is obligated to conduct his own search into the timely availability of the specified equipment and materials to ensure that they are in strict conformance with the contract documents and that delivery schedules are compatible with project time constraints. Materials or equipment items which are similar or identical shall be the product of the same manufacturer. The cost of submittals, certifications, any required samples, and similar costs shall not be separately paid for but shall be included in the pay item bid price for the respective material or work.

1.8.3 All equipment, products and materials incorporated in the work shall be submitted for approval.

1.8.4 Specific submittals required for individual elements of work are specified in the individual Specification sections. Except as otherwise indicated in Specification sections, requirements specified herein shall be complied with for each indicated type of submittal. Procedures concerning items such as listing of manufacturers, suppliers, subcontractors, construction progress schedule, schedule of Shop Drawing submissions, bonds, payment applications, insurance certificates, and schedule of values are specified elsewhere.

1.8.5 Work-Related Submittals

- (a) Substitution or "Or Equal" Items include material or equipment Contractor requests Engineer to accept, after Bids are received, as substitute for items specified or described in Specifications by using name of a proprietary item or name of particular supplier.
- (b) Shop Drawings include technical data and drawings specially prepared for this Project, including fabrication and installation drawings, diagrams, actual performance curves, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form. Standard information prepared without specific reference to the Project is not considered a Shop Drawing.
- (c) Product Data include standard printed information on manufactured products and systems that has not been specially prepared for this Project, including manufacturer's product specifications and installation instructions, catalog cuts, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
- (d) Samples include both fabricated and manufactured physical examples of materials, products, and units of work, partial cuts of manufactured or fabricated work, swatches showing color, texture, and pattern, and units of work to be used for independent inspection and testing. Mock-ups are special forms of samples which are too large or otherwise inconvenient for handling in manner specified for transmittal of sample submittals.
- (e) Miscellaneous Submittals are work-related submittals that do not fit in the previous categories, such as guarantees, warranties, certifications, experience records, maintenance agreements, Operating and Maintenance Manuals, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, and similar information, devices, and materials applicable to the Work.

1.8.6 Scheduling

- (a) A preliminary schedule of shop drawings and samples submittals shall be submitted for approval, in duplicate.
- (b) Each submittal shall be prepared and transmitted to the Engineer sufficiently in advance of scheduled performance of related work and other applicable activities.
- (c) Within 60 days of the contract award, the Contractor shall submit, for approval, complete manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated equipment). Submittals need not include all project equipment and materials in one submittal, however, the submittals for the equipment and materials for each individual pay item shall be complete in every respect. Partial submittals may be returned without review.

The Contractor may request, in writing, permission to make a partial submittal; the Engineer will evaluate the circumstances of the request and may accept to review such partial submittal. However, no additional compensation or extension of time will be allowed for extra costs or delays incurred due to partial or late submittals.

1.8.7 Each submittal shall be accompanied by a transmittal containing the following information: (4 copies of each submittal are required)

- (a) Contractor's Name
- (b) Supplier's Name
- (c) Manufacturer's Name
- (d) Date of submittal and dates of previous submittals containing the same material
- (e) Project Route/Name
- (f) Section
- (g) Submittal and transmittal number
- (h) Contract identification
- (i) Identification of equipment and material with equipment identification numbers, motor numbers, and Specification section number Variations from Contract Documents and any limitations which may impact the Work Drawing sheet and detail number as appropriate
- (j) Variations from Contract Documents and any limitations which may impact the Work
- (k) Drawing sheet and detail number as appropriate

1.8.8 Exceptions, Deviations, and Substitutions

- (a) In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing. In general, substitutions must demonstrate that the proposed substitution is superior to the equipment or material required by the Contract Documents. No exceptions, deviations, or substitutions will be permitted without approval.
- (b) Data for items to be submitted for review as substitution shall be collected into one submittal for each item of material or equipment.
- (c) Request shall be submitted with other scheduled submittals for the material or equipment allowing time for Engineer to evaluate the additional information required to be submitted. If Contractor requests to substitute for material or equipment specified but not identified in Specifications as requiring submittals, substitution submittal request shall be included in Submittal schedule and submitted as scheduled.

1.8.9 Shop Drawings

- (a) Shop drawing information shall be newly prepared and submitted with graphic information at accurate scale. The name of manufacturer or supplier (firm name) shall be indicated. Dimensions shall be shown and clearly noted which are based on field measurement; materials and products which are included in the Work shall be identified; revision shall be identified. Compliance with standards and notation of coordination requirements with other work shall be indicated. Variations from Contract Documents or previous submittals shall be highlighted, encircled or otherwise indicated.

- (b) The following information shall be included on each drawing or page:
 - 1) Submittal date and revision dates.
 - 2) Project name, division number and descriptions.
 - 3) Detailed specifications section number and page number.
 - 4) Identification of equipment, product or material.
 - 5) Name of Contractor and Subcontractor.
 - 6) Name of Supplier and Manufacturer.
 - 7) Relation to adjacent structure or material.
 - 8) Field dimensions, clearly identified.
 - 9) Standards or Industry Specification references.
 - 10) Identification of deviations from the Contract Documents.
 - 11) Contractor 's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
 - 12) Physical location and location relative to other connected or attached material at which the equipment or materials are to be installed.
- (c) An 8-inch by 3-inch blank space shall be provided for Contractor and Engineer stamps.
- (d) Three blue line or black line prints or two reverse sepia reproducible and one blue or black line print shall be submitted. One reproducible or one print will be returned.
- (e) Materials, products or systems shall not be installed until copy of possession of installer. One set of product data (for each submittal) shall be maintained at Project site. Four additional copies shall be marked with the date of approval and forwarded to the Engineer for use in field and for records.

1.8.10 Product Data

- (a) Required product data shall be collected into a single submittal for each element of work or system. Where product data has been printed to include information on several similar products, some of which are not required for use on Project or are not included in submittal, copies shall be marked to clearly show such information is not applicable.
- (b) Where product data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, data shall be submitted as a Shop Drawing and not as product data.
- (c) Submittal is for information and record, and to determine that products, materials, and systems comply with Contract Documents. Submittal shall be final when returned by Engineer marked "Approved".
- (d) Three submittal copies, in addition to the number the Contractor requires returned, shall be submitted to the Engineer.
- (e) Materials, products or systems shall not be installed until copy of applicable product data showing only approval information is in possession of installer. One set of product data (for each submittal) shall be maintained at Project site, available for reference by Engineer and others.

1.8.11 Samples

- (a) Where possible, samples shall be physically identical with proposed materials or products to be incorporated into the Work.

Where variations in color, pattern or texture are inherent in material or product represented by sample, multiple units (not less than 3 units) shall be submitted showing approximate limits of variations.

- (b) A full set of optional samples shall be provided where Engineer's selection required. Samples shall be prepared to match Engineer's selection where so indicated.
- (c) Each sample shall include generic description, source or product name and manufacturer, limitations, and compliance with standards.
- (d) Samples for Engineer's visual review and final check of coordination of these characteristics with other related elements of work shall be of general generic kind, color, pattern, texture.
- (e) At Contractor's option, and depending upon nature of anticipated response from Engineer, initial submittal of samples may be either preliminary or final submittal. A preliminary submittal, consisting of a single set of samples, is required where specifications indicate Engineer's selection of color, pattern, texture or similar characteristics from manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with Engineer's "Action" marking. Three sets of samples shall be submitted in final submittal; one set will be returned.
- (f) The returned final set of samples shall be maintained at Project site, in suitable condition and available for quality control comparisons throughout course of performing work. Returned samples intended or permitted to be incorporated in the Work are indicated in Specification sections, and shall be in undamaged condition at time of use.

1.8.12 Mock-ups and similar samples specified in Specification sections are recognized as special type of samples. Requirements for samples submittal shall be complied with to greatest extent possible. Transmittal forms shall be processed to provide record of activity.

1.8.13 Miscellaneous Submittals

(a) Inspection and Test Reports

1) Each inspection and test report shall be classified as either "Shop Drawings" or "product data", depending on whether report is specially prepared for Project or standard publication of workmanship control testing at point of production. Inspection and test reports shall be processed accordingly.

(b) Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds

1) Refer to Specification sections and section Guarantees and Warranties of this Division for specific requirements. Submittal is final when returned by Engineer marked "Approved" or "Approved as Noted".

2) In addition to copies desired for Contractor's use, two executed copies shall be furnished. Two additional copies shall be provided where required for maintenance data.

(c) Certifications

1) Refer to Specification sections for specific requirements on submittal of certifications. Seven copies shall be submitted. Certifications are submitted for review of conformance with specified requirements and information. Submittal shall be final when returned by Engineer marked "Approved".

2) Where certifications are specified, the information submitted for approval shall incorporate certification information. When a certification can be made prior to manufacture, the certification shall be included with initial submittal information. When certification is possible only after manufacture, the initial submittal information shall include a statement of intent to furnish the certification after equipment approval and manufacture. Certifications involving inspections and/or tests shall be complete with all test data presented in a neat, descriptive format, with all test data, applicable dates, times, and persons responsible.

(1.9 thru 1.12 Reserved)

1.13 Storage of Equipment and Materials

1.13.1 All materials and equipment shall be protected from wear and damage both before and after delivery to the job site.

1.13.2 Unless specifically permitted by the Engineer, all equipment such as pumps, fans, electrical apparatus, valve operators and the like shall be stored indoors out of exposure to the weather. Items having electrical parts, such as motors, electronic panels, and the like, shall be kept in heated storage, at a temperature to prohibit the accumulation of condensation on the equipment. Where equipment is provided with integral space/strip heaters (such as the motor control center), these heaters shall be energized as soon as the equipment is present at the job site and they shall remain energized from temporary circuits until final permanent energization is attained.

1.13.3 Unless otherwise specifically permitted by these specifications or as allowed by the Engineer, all materials for use on the project shall be stored indoors out of exposure to the weather. Such materials would include door and frame, roofing, building hardware, wire and cable, conduit, and piping.

1.13.4 The Contractor will not be allowed to store an additional trailer or equipment in the Yard over night.

1.14 Protection of the Work

1.14.1 All work shall be protected from damage by vandals, the weather, or other sources until final acceptance by Department. Such protection shall include temporary fencing or other barriers, if necessary, to restrict access to the work. Open pits, door, etc. shall be covered, closed and locked. No additional compensation will be granted and no additional time will be allowed due to delays caused by failure to adequately protect the work from damage. In addition, the Contractor shall make the worksite safe at the end of each work day, leaving no attractive nuisance hazards and no open electrical boxes and the like. All entrance, door, and roof at the pump station must be secured at the end of the day. Department will not patrol the construction area. Anything inside construction area shall be Contractor's responsibility. Department authorized personnel will have access to the pump station at any times. The Contractor shall provide extra keys (3 or 4) for Department personnel.

1.14.2 Clean-Up and Public Safety

The work site shall be maintained in a clean condition, free of hazards to the work force and the public, all in conformance with the requirements of Article 107 of the Standard Specifications. Special care shall be taken to see that electrical systems are not left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole, hand holes, etc., which contain wiring, either energized or non-energized, shall be closed or have their cover in place and shall be locked when possible, during off-work hours.

1.15 Standards of Workmanship

1.15.1 All work shall be performed to the highest standard of each respective trade. The work shall demonstrate all due care and attention so that all specified requirements are met and that the end product is a first-rate installation.

1.15.2 The Contractor shall comply with the requirements of Sections 105 and 108 of the Standard Specifications, and any Supplements thereto shall, in addition, comply with the requirements for control of work specified herein.

1.16 Quality Control

1.16.1 Submittals

All submittals, including the following, shall be provided as specified in this Section.

Authoritative evidence in the form of Certificates of Manufacture shall be furnished to the Engineer to show that the materials and equipment to be used in the Work have been manufactured and tested in conformity with the Contract Documents. Copies of the results of physical tests that have been made directly on the product or on similar products of the manufacturer shall be included where necessary.

1.16.2 At all times during the progress of the Work and until the date of final completion, afford Department and Engineer every reasonable, safe, and proper facility for inspecting the Work at the site. The observation and inspection of any work will not relieve the Contractor of any obligations to perform proper and satisfactory work as specified. Work rejected due to faulty design, inferior, or defective materials, poor workmanship, improper installation, excessive wear, or nonconformity with the requirements of the Contract Documents, shall be replaced with satisfactory work at no additional cost to Department. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed even though such work may have been previously approved and payment made therefore.

1.16.3 Department and its Authorized Representatives have the right to reject materials and workmanship which are defective or require correction. Rejected work and materials shall be promptly removed from the site.

1.16.4 Failure or neglect on the part of Department or its Authorized Representatives to condemn or reject bad or inferior work or materials does not imply an acceptance of such work or materials. Neither is it to be construed as barring Department or its Authorized Representatives at any subsequent time from recovering damages or a sum of money needed to build anew all portions of the Work in which inferior work or improper materials were used.

1.16.5 Should it be considered necessary or advisable by Department or its Authorized Representatives, at any time before final acceptance of the Work, to make examinations of portions of the Work already completed, by removing or tearing out such portions, all necessary facilities, labor, and material to make such an examination shall be promptly furnished. If such Work is found to be defective in any respect, all expenses of such examination and of satisfactory reconstruction shall be paid for by the Contractor. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the Work will be considered a change in the Work to be paid for in accordance with applicable provisions of the Contract.

1.16.6 Proper operation of equipment during tests and instruction periods shall be the full responsibility of the Contractor. The Contractor shall make no claim for damage which may occur to equipment prior to the time when Department accepts the Work.

1.16.7 If at any time prior to the expiration of any applicable warranties or guarantees, equipment is rejected by Department, all sums of money received for the rejected equipment on progress certificates or otherwise on account of the Contract lump sum prices shall be repaid to the Department. Upon the receipt of the sum of money, Department will execute and deliver a bill of sale of all its rights, title, and interest in and to the rejected equipment. The equipment shall not be removed from the premises of the Department until Department obtains, from other sources, equipment to take the place of that rejected. Department hereby agrees to obtain other equipment within a reasonable time and the Contractor agrees that Department may use the equipment furnished by the Contractor without rental or other charge until the other new equipment is obtained.

1.16.8 Notice shall be given in writing to the Engineer sufficiently in advance of the commencement of manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. When required, notice shall include a request for inspection, the date of commencement, and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, Engineer will arrange to have a representative present at such times during the manufacture or testing as may be necessary to inspect the materials, or will notify Contractor that the inspection will be made at a point other than the point of manufacture or testing, or that the inspection will be waived. These provisions shall be complied with before shipping any materials. Such inspection will not constitute a release from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

1.16.9 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or IEEE, except as may otherwise be stated herein.

(1.7 Reserved)

1.18 Definition of Terms

1.18.2 Standard Specifications

Where used in these Special Provisions, this term shall mean the "Standard Specifications for Road and Bridge Construction", published by the Illinois Department of Transportation dated January 1, 2002.

1.18.3 Specifications

Where used in these Special Provisions, this term shall mean the complete body of specifications, including the Standard Specifications, these Special Provisions, and referenced specifications and standards. See article 101.42 of the Standard Specifications.

1.18.4 Supplements

Where used in these Special Provisions, this term shall mean the "Supplemental Specifications and Recurring Special Provisions" published by the Illinois Department of Transportation dated January 1, 2005.

1.18.5 Contract Documents

The complete body of agreements, specifications and drawings which define the contract work.

1.18.6 Provide

Where used in these Special Provisions, this term shall mean "furnish and install, complete, including any required connection and testing".

1.18.7 Department

See Article 101.14 of the Standard specifications.

1.18.8 Engineer

See Article 101.15 of the Standard Specifications.

1.19 Referenced Specifications and Standards

1.19.1 The referenced specifications and standards are incorporated, by reference, in these Special Provisions and shall apply to the work as though fully written herein:

- (a) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, a publication of the Illinois Department of Transportation.
- (b) SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, a publication of the Illinois Department of Transportation.
- (c) NATIONAL ELECTRICAL SAFETY CODE, a publication of American National Standards Institute.
- (d) SAFETY CODE, a publication of the Illinois Department of Transportation.
- (e) AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING, ANSI/IES RP-8, published by Illuminating Engineering Society, approved by National Standards Institute.
- (f) GUIDE BRIDGE SPECIAL PROVISIONS, a publication of the Department of Transportation Bureau of Bridge and Structures for drilled shafts.

1.20 Schedule of Values

1.20.1 A Schedule of Values shall be submitted as payment basis for Pump Station General Work, Pump Station Electrical Work, and Pump Station Mechanical Work.

1.20.2 The Contractor shall submit a Schedule of Values, as specified herein, at the Pre-Construction Meeting and shall provide information as requested to substantiate the prices included in the Schedule of Values.

1.20.3 The Schedule of Values must be approved by the Engineer and District 8, Bureau Electrical Operations, prior to any project payments.

1.20.4 Complete Schedule of Values

- (a) The Schedule of Values shall be typewritten on 8-1/2 inch by 11 inch paper in a format approved by the Engineer.
- (b) The Schedule of Values shall be used to determine the value of work completed for payment purposes. After review by the Engineer, the Contractor shall revise and resubmit the Schedule of Values as required.
- (c) The Schedule of Values shall have each item further itemized by Specification Division as listed in the Specification index.
- (d) For the item Pump Station General Work, Pump Station Electrical Work and Pump Station Mechanical Work, each item which has an installed value of over \$10,000, a list of the costs for the major products or operations shall be indicated under each item. Round off figures to the nearest ten (10) dollars. The "value" for each item listed shall be the supplied, installed and operational start-up cost incurred to the Contractor for that item (overhead and profit included). No items shall be listed as calendar units (i.e. per month). The sum total of all items in the Schedule shall be equal to the payment item total.

1.21 Start-Up and Final Acceptance

1.21.1 Functional testing of equipment prior to pump station Start-up:

- (a) After certification of proper installation by the Manufacturer's representative, equipment shall undergo testing, as outlined in the Special Provisions. In addition to this individual unit testing, the specific equipment system shall be tested in its entirety. This testing may disclose a punch list of issues which must be resolved before Start-up can begin.
- 1.21.2 Performance testing during pump station Start-up:
- (a) When the work at the pump station is complete, the Contractor shall begin Start-up operations. During start-up, the complete facility shall be taken through various scenarios of operation, including normal starting/stopping of the pumps, generator, ventilation systems and emergency operation. This testing shall also be conducted during a simulated storm water event.
 - (b) During this period, equipment performance shall be evaluated as well as individual system performance.
 - (c) In addition, each system shall be tested to demonstrate its compatibility with interrelated systems. The overall operation of the entire station shall be evaluated, adjustments made and settings recorded.
 - (d) A punch list of operational problems, identified during this testing, shall be prepared and submitted to the Engineer for review. Problems with equipment, systems and/or problems with the interaction between the various systems shall be rectified by the Contractor, at no cost, to the satisfaction of the Engineer. This testing shall be repeated until the Engineer determines satisfactory results have been obtained.
 - (e) When the punch list of operating issues has been resolved, a 90-day period of continuous station operation shall begin. Upon completion of this period, to the satisfaction of the Engineer, Final Acceptance of the facility shall be granted.
- 1.21.3 Items to be checked on start-up include, but not limited to, the following:
- (a) Demonstration of pump control system
 - (b) Demonstration of transfer switch operation and maintenance
 - (c) Demonstration of generator system operation
 - (d) Check alarm operation
- 1.21.4 The Contractor shall be prepared to demonstrate operation and maintenance procedures for all equipment installed.

PUMP STATION GENERAL WORK

1. ELASTOMERIC SHEET ROOFING – FULLY ADHERED/BALLASTED COVER

1.1. GENERAL:

1.1.1. Work Scope:

- 1.1.1.1. Remove existing roofing system and install new elastomeric sheet roofing and appurtenances for the existing pump house

1.1.2. Section Includes

- 1.1.2.1. Fully adhered elastomeric 60 mil sheet membrane roofing over insulation
- 1.1.2.2. Roof insulation
- 1.1.2.3. Flexible flashings and base flashings around all openings and roof edge terminations as required by all trades
- 1.1.2.4. Ballast cover for ultraviolet protection
- 1.1.2.5. Membrane terminations

1.1.3. Reserved

1.1.4. References

Insulation Board

1.1.4.1. ASTM C208 - Cellulosic Fiber Insulating Board

1.1.4.2. ASTM C209 - Standard Test Methods for Cellulosic Fiber Insulating Board

1.1.4.3. ASTM C272 - Water Absorption of Core Materials for Structural Sandwich Constructions

1.1.4.4. ASTM C612 - Mineral Fiber Block and Board Thermal Insulation

1.1.4.5. ASTM C1621 - Compressive Properties of Rigid Cellular Plastics

1.1.4.6. ASTM C1621 - Compressive Properties of Rigid Cellular Plastics

1.1.4.7. ASTM D1622 - Apparent Density of Rigid Cellular Plastics.

1.1.4.8. ASTM D2126 - Response of Rigid Cellular Plastics to Thermal and Humid Aging

1.1.4.9. ASTM D2842 - Water Absorption of Rigid Cellular Plastics Roofing Membrane

1.1.4.10. ASTM D412 - Rubber Properties in Tension

1.1.4.11. ASTM D746 - Brittleness Temperatures of plastics and Elastomers by Impact

1.1.4.12. ASTM D624 – Rubber Property-Tear Resistance

1.1.4.13. ASTM D822 – Practice for Operating Light-and-Water-Exposure Apparatus (Carbon-Arc Type) for Testing Paint, Varnish, Lacquer, and Related Products

1.1.4.14. ASTM D1004 – Initial Tear Resistance of Plastic Film and Sheeting

1.1.4.15. ASTM D2240 – Rubber Property – Durometer Hardness

1.1.4.16. ASTM E96 – Water Vapor Transmission of Materials

1.1.4.17. NRCA (National Roofing Contractors Association) - Roofing and Waterproofing Manual

1.1.4.18. ULI - Fire Hazard Classifications

1.1.5. System Description

1.1.5.1. Elastomeric sheet membrane roof assembly to conform to UL requirements for a Class A rated assembly, and I-90 requirements for wind uplift resistance

1.1.6. Submittals

1.1.6.1. Submittals: Procedures for submittals as specified in Division 1

1.1.6.2. Shop Drawings:

1.1.6.2.1. Roof Plan (use 1/4" = 1'-0"): Submit general roof plan showing tapered insulation plan, which includes all valleys, ridges, slopes, saddles, crickets, scuppers, roof drains, and general drainage pattern based on tapered insulation

1.1.6.2.2. Detail Drawings (use 1-1/2" = 1'-0"): Submit shop drawings detailing base flashings, roof edge termination flashings, reglets, membrane terminations, roof drains, roof scuppers, roof projection flashings, roof hatch flashings

1.1.6.3. Samples: Submit samples for the following items:

1.1.6.3.1. EPDM Membrane: 8"X10", 3 pieces

1.1.6.3.2. Ballast rock: 2 pounds

1.1.6.3.3. Termination bars: 2 pieces

1.1.6.3.4. Rigid insulation board: 8"X10", 3 piece

1.1.6.4. Product Data:

- 1.1.6.4.1. Provide product data for sheet membrane, elastic flashing, joint cover sheet, and joint and crack sealants, with temperature range for application of membrane
- 1.1.6.4.2. Rigid insulation board(s)
- 1.1.6.5. Manufacturer's Installation Instructions: Provide manufacturer's instructions for a fully adhered membrane roof system, and indicate special precautions required for seaming the membrane; include installation instructions for roofing rigid insulation board
- 1.1.6.6. Manufacturer's Certificate: Certify that products meet or exceed specified requirements
- 1.1.6.7. Manufacturer's Field Reports: Submit under provisions of Division 1
- 1.1.6.8. Reports: Indicate procedures followed, ambient temperatures, and wind velocity during application
- 1.1.7. Quality Assurance
 - 1.1.7.1. Perform Work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions
- 1.1.8. Qualifications
 - 1.1.8.1. Manufacturer: Company specializing in manufacturing the products specified in this section with ten years documented experience
 - 1.1.8.2. Applicator: Company specializing in performing the work of this section with ten years documented experience and approved by system manufacturer
- 1.1.9. Regulatory Requirements
 - 1.1.9.1. Conform to applicable code for roof assembly fire hazard requirements
 - 1.1.9.2. ULI: Class A Fire Hazard Classification
- 1.1.10. Delivery, Storage, and Handling
 - 1.1.10.1. Deliver products in manufacturer's original containers, dry, undamaged, seals and labels intact
 - 1.1.10.2. Store products in weather protected environment, clear of ground and moisture
 - 1.1.10.3. Stand roll materials on end
- 1.1.11. Environmental Requirements
 - 1.1.11.1. Do not apply roofing membrane during inclement weather or when air temperature is below 40 degrees F and in accordance with manufacturer's instructions
 - 1.1.11.2. Do not apply roofing membrane to damp or frozen deck surface
 - 1.1.11.3. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day
- 1.1.12. Coordination
 - 1.1.12.1. Coordinate the work with installing associated flashing as the work of this section proceeds
- 1.1.13. Warranty
 - 1.1.13.1. Provide 20 year warranty under provisions of Division 1
 - 1.1.13.2. Warranty: Cover damage to building resulting from failure to prevent penetration of water
- 1.1.14. Basis of Payment
 - 1.1.14.1. Payment for the work specified under this Section and as required shall be included in the Contract lump sum price for PUMP STATION GENERAL WORK.
- 1.2. PRODUCTS:
 - 1.2.1. Manufacturers - Membrane Brand - Membrane System (fully adhered type)
 - 1.2.1.1. Carlisle SynTec Systems: - Sure-Seal
 - 1.2.1.2. Firestone Building Products Co: - Rubbergard

- 1.2.1.3. Substitutions: Under provisions of Division 1
- 1.2.2. Membrane System
 - 1.2.2.1. Fully adhered 0.60 (60 mil) thick EPDM system
- 1.2.3. Sheet Materials
 - 1.2.3.1. Sheet: 60 mil thick EPDM membrane:

| Properties | Test | Results |
|-----------------------------|------------|-----------------|
| Tensile Test | ASTM D412 | 1300 psi |
| Elongation | ASTM D421 | 350% |
| Tear Strength | ASTM D624 | 175 psi |
| Water Absorption | ASTM D471 | 4% |
| Moisture Vapor-perms | ASTM E96 | 20 |
| Low Temperature Brittleness | ASTM D746 | - No cracks75 F |
| Resistance to Ozone | ASTM D1149 | |

- 1.2.3.2. Manufacturer's 5" wide, pressure sensitive, self-adhering EPDM seam cover and as recommended by Manufacturer
- 1.2.3.3. Manufacturer shall guaranty membrane over insulation
- 1.2.4. Base and Flexible Flashing
 - 1.2.4.1. Sheet: 60 mil thick EPDM; perm rating of 0.5 maximum; tensile strength of 1200 psi elasticity of 50 percent with full recovery without set; black color; manufactured by membrane manufacturer
- 1.2.5. Vapor Retarder Materials
 - 1.2.5.1. Fire Retardant Sheet Vapor Retarder: UL requirements; plastic sheet; manufactured by membrane manufacturer, including compatible fire retardant adhesive
- 1.2.6. Ballast Cover
 - 1.2.6.1. Aggregate: Sound, hard, washed, round and smooth stone; light color; 3/4 inch minimum, 1-1/2 inch maximum size. Fines (aggregate less than 3/4 inch), dirt, or organic materials are not acceptable and constitute cause for rejection
- 1.2.7. Accessories
 - 1.2.7.1. Sealants: As recommended by membrane manufacturer
 - 1.2.7.2. Reglet Strip Devices: Stainless steel or Aluminum or as recommended by manufacturer
- 1.2.8. Manufacturers - Roofing Insulation Materials
 - 1.2.8.1. Firestone Building Products Co.
 - 1.2.8.2. Atlas Roofing Corporation
 - 1.2.8.3. Apache ISO Products, LLC
 - 1.2.8.4. Substitutions: Under provisions of Division 1.
- 1.2.9. Insulation Materials
 - 1.2.9.1. Polyisocyanurate rigid insulation and polyisocyanurate insulation board with cellulosic fiber insulation board overlay (sandwich/composite construction); Flat and tapered board insulation, 1/4-inch/ft. taper, with the following characteristics
Polyisocyanurate board:
 - Board Density: (2.0 lb/cu ft).
 - (a)
 - (b) Thermal Resistance: R-value of 6 per inch.
 - (c) Compressive Strength: 20 psi minimum per ASTM D1621.
 - (d) Water Absorption: In accordance with ASTM C2842, less than 1.5 percent by volume maximum.
 - (e) Board Edges: Square or ship lapped.

- (f) Board Thickness: As shown on Drawings, and as required to achieve a minimum R-value of 19.0.

Overlay board(s):

- (a) 1/2" high density fiberboard: R-value of 1.39 per 2" per ASTM C208
 (b) Gypsum decking overlay (if req'd): R-value of 1.12 per 1" per ASTM C1177

1.2.9.2. Protection Boards: All polyisocyanurate in contact with concrete roof deck and membrane roofing shall be overlaid (or composite sandwich construction) with 1/2" High Density fiberboard. Note: several manufacturers may require gypsum overlay when used with fully adhered.

1.2.10. Adhesive Materials

1.2.10.1. Adhesive: Type recommended by insulation manufacturer for application that provides a fully adhered system

1.2.11. Components and Accessories

1.2.11.1. Crickets & Saddles: Slope 1/4"/ft.

1.2.11.2. Protective Boards: see item 2.9.2 above

1.2.11.3. Underlayment: see item 2.9.2 & 2.10.1 above

1.2.11.4. Wood Nailers: Coordinate and specify thickness of wood blocking to be equal to the thickness of all layers of insulation and protection board at all locations.

1.2.11.5. Termination Bar:

| | |
|-----|---|
| (a) | 1/8" x 1 2" copper or aluminum bar with 45 degree sealant pocket where space permits. |
| (b) | 1/8" x 1" copper or aluminum bar under counterflashing or other restricted areas |

1.2.11.6. Metal Flashings: Coordinate with Division 7D Sheet Metal Flashing and Trim

1.3. EXECUTION:

1.3.1. Examination

1.3.1.1. Verify that surfaces and site conditions are ready to receive work

1.3.1.2. Verify deck is supported and secured

1.3.1.3. Verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains

1.3.1.4. Verify deck surfaces are dry and free of snow or ice

1.3.1.5. Beginning of installation means acceptance of the surface of the substrate

1.3.1.6. Comply with manufacturer's climatic restrictions

1.3.2. Preparation

1.3.2.1. Fill concrete surface honeycomb and variations with latex filler

1.3.2.2. Verify that all work of other trades which penetrates and modifies the roof deck or requires workmen and equipment to traverse the roof deck has been complete

1.3.3. Roof Insulation Installation

1.3.3.1. Lay underlayment and bottom layer of insulation in accordance with manufacturer's instruction

1.3.3.2. Adhere insulation with a bonding mastic or adhesive between concrete roof surface and insulation system, and between successive insulation boards in accordance with manufacturer's recommendations and instructions. Ensure compatibility of adhered insulation method(s) and bonding adhesive to the EPDM membrane system

- 1.3.3.3. Adhere insulation with a bonding mastic or adhesive between concrete roof surface and insulation system, and between successive insulation boards in accordance with manufacturer's recommendations and instructions. Ensure compatibility of adhered insulation method(s) and bonding adhesive to the EPDM membrane system
- 1.3.3.4. Where more than one layer of insulation is required, stagger joints where possible in relation with the layer beneath and firmly adhere each layer to the previous layer
- 1.3.3.5. Lay insulation boards to moderate contact without forcing joints. Cut insulation to fit neatly to perimeter blocking and protrusions through roof
- 1.3.3.6. Miter cut all valleys
- 1.3.3.7. Place fiberboard or other protective covering as the top surface that meets the EPDM membrane roofing system in accordance with manufacturer's recommendations
- 1.3.4. Membrane Application
 - 1.3.4.1. Install membrane roofing in accordance with membrane manufacturer's instructions for a fully adhered membrane system using manufacturer's recommended bonding adhesive
 - 1.3.4.2. Overlap edges and ends minimum 4 inches and adhesive seal. Apply uniform bead sealant to joint edge
 - 1.3.4.3. Centered over all field seams, apply a minimum 5" wide strip of pressure sensitive, self adhering EPDM
 - 1.3.4.4. Shingle joints on sloped substrate in direction of drainage
 - 1.3.4.5. Minimize wrinkles and bubbles
 - 1.3.4.6. Seal adjoining surfaces
 - 1.3.4.7. Continue membrane up vertical surfaces minimum 8 inches unless otherwise noted
 - 1.3.4.8. Install membrane flashings. Seal watertight to membrane
 - 1.3.4.9. Reinforce membrane with multiple thickness of membrane material over joints, whether joints are static or moving
 - 1.3.4.10. Apply roof control and expansion joint materials to isolate roof into areas per manufacturer's recommendations. Seal roofing membrane sheet to joint flange; apply sealant to edge or seam
 - 1.3.4.11. Place traffic surfacing at locations noted
 - 1.3.4.12. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day
- 1.3.5. Ballast Installation
 - 1.3.5.1. Ballast: Aggregate, applied dry at 1000#/square or in accordance with manufacturer's instructions, evenly distributed with full surface coverage, as an ultraviolet and surface protection for the roofing membrane
- 1.3.6. Flashing and Accessories
 - 1.3.6.1. Apply membrane base flashing to seal membrane to vertical elements
 - 1.3.6.2. Reserved
 - 1.3.6.3. Seal flashing and flanges of items penetrating membrane
- 1.3.7. Field Quality Control
 - 1.3.7.1. Field inspection will be performed to correct identified defects or irregularities
 - 1.3.7.2. Reserved
 - 1.3.7.3. Request site attendance of roofing and insulation materials manufacturers during installation of the Work

- 1.3.7.4. Inspection shall be performed by manufacturer of roofing system for compliance to the Work of this Section. The manufacturer shall certify the installation is complete and in accordance with the manufacturer's requirements for optimal roof life
- 1.3.8. Cleaning
 - 1.3.8.1. Remove and legally dispose of all debris from the job site
 - 1.3.8.2. In areas where finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions
 - 1.3.8.3. Repair or replace defaced or disfigured finishes caused by work of this Section
- 1.3.9. Protection
 - 1.3.9.1. Protect building surfaces against damage from roofing work
 - 1.3.9.2. Where traffic must continue over finished roof membrane, protect surfaces

2. ALUMINUM DOOR AND FRAME

2.1. GENERAL:

- 2.1.1. Section Includes
 - 2.1.1.1. Aluminum flush door and frame
- 2.1.2. Reserved
- 2.1.3. References
 - 2.1.3.1. ANSI/ASTM A36 – Structural Steel
 - 2.1.3.2. ANSI/ASTM B209 – Aluminum and Aluminum – Alloy Sheet and Plate
 - 2.1.3.3. ANSI/ASTM B221 – Aluminum – Alloy Extruded Bar, Rod, Wire, Shape and Tube
- 2.1.4. Submittals
 - 2.1.4.1. Submit under provisions of Division 1
 - 2.1.4.2. Shop Drawings: Indicate frame configuration, anchor types and spacings, door elevations, internal reinforcement, closure method, and finish
 - 2.1.4.3. Product Data: Indicate door configurations and location of cut-outs for hardware reinforcement
 - 2.1.4.4. Manufacturer's Installation Instructions: Indicate special installation instructions
 - 2.1.4.5. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements
- 2.1.5. Qualifications
 - 2.1.5.1. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience
- 2.1.6. Delivery, Storage and Protection
 - 2.1.6.1. Deliver, store, protect and handle products to site under provisions of Division 1
 - 2.1.6.2. Provide strippable coating to protect pre-finished aluminum surfaces
- 2.1.7. Basis of Payment
 - 2.1.7.1. Payment for the work specified under this Section and as required shall be included in the Contract lump sum price for PUMP STATION GENERAL WORK.

2.2. PRODUCTS:

- 2.2.1. Manufacturers
 - 2.2.1.1. Cross Aluminum Products, Inc.
 - 2.2.1.2. United States Metals & Manufacturing Corp.

- 2.2.1.3. Substitutions: Under provisions of Division 1
- 2.2.2. Materials
 - 2.2.2.1. Extruded Aluminum: ANSI/ASTM B221; 6063-T5 alloy
 - 2.2.2.2. Sheet Aluminum: ASTM B209; 5005 - H134 alloy
 - 2.2.2.3. Fasteners: Stainless steel
- 2.2.3. Door and Frame
 - 2.2.3.1. Door: 44.5 mm (1-3/4 inches) thick, full flush, tubular aluminum jamb rails, tubular grid sections with 3.2 mm (0.125 inch) thickness face with vertical rib (fluted) design
 - 2.2.3.2. Frame: 3.2 mm (0.125 inch) minimum wall thickness, extruded aluminum
- 2.2.4. Door Core
 - 2.2.4.1. Core: Polyurethane foam
 - 2.2.4.2. Insulated door insulation R-value of 11.0 minimum
- 2.2.5. Accessories
 - 2.2.5.1. Rubber Silencers: Resilient rubber
- 2.2.6. Fabrication
 - 2.2.6.1. Fabricate door and frame allowing for minimum clearances and shim spacing around perimeter of assembly, yet enabling installation
 - 2.2.6.2. Rigidly fit and secure joints and corners with internal reinforcement. Make joints and connections flush, hairline and weatherproof
 - 2.2.6.3. Fabricate frame and door with hardware reinforcement. Reinforcements to be aluminum alloy 6061-T6, minimum 6.3 mm (0.25 inch) thickness
 - 2.2.6.4. Prepare components to receive anchor devices. Fabricate anchorage items
 - 2.2.6.5. Arrange fasteners, attachments, and jointing to ensure concealment from view. Door will include a padlock hatch
 - 2.2.6.6. Prepare frame for silencers. Provide three single rubber silencers for single door
 - 2.2.6.7. Fabricate frame with 50 mm (2 inch) head member
- 2.2.7. Finish
 - 2.2.7.1. Extruded Aluminum Surfaces: Clear Anodized Finish. Provide sample of door and frame in final finish for color and finish approval
 - 2.2.7.2. Concealed Steel Items: Galvanized in accordance with ANSI/ASTM A386 to 0.6 Kg/m² (2.0 oz/sq ft) primed with iron oxide paint
 - 2.2.7.3. Apply one coat of bituminous paint to concealed aluminum and steel surfaces in contact with cementitious or dissimilar materials
- 2.3. EXECUTION:
 - 2.3.1. Examination
 - 2.3.1.1. Verify that opening dimensions and tolerances are acceptable
 - 2.3.2. Installation
 - 2.3.2.1. Install door, frame, glazing and hardware in accordance with manufacturer's instructions
 - 2.3.2.2. Coordinate installation of door with masonry and concrete construction for anchor placement
 - 2.3.2.3. Use anchorage devices to securely attach frame assembly to structure. Anchorage shall be as determined by manufacturer; and shall meet the seismic anchorage requirements per local code
 - 2.3.2.4. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work
 - 2.3.2.5. Install hardware using templates provided
 - 2.3.3. Tolerances

- 2.3.3.1. Maximum Diagonal Distortion: 1.6 mm (1/16 inch) measured with straight edge, corner to corner
- 2.3.4. Adjusting and Cleaning
 - 2.3.4.1. Adjust work under provisions of Division 1
 - 2.3.4.2. Adjust door for smooth and balanced door movement
 - 2.3.4.3. Remove protective material from pre-finished aluminum surfaces
 - 2.3.4.4. Wash down exposed surfaces using a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

3. WINDOWS

- 3.1. Contractor will remove all glass from existing windows. Contractor will install hollow concrete block in place of glass. Contractor shall follow Articles 1042.02 and 1042.15 C of the Standard Specifications For Roads and Bridge Construction. Contractor will install an exhaust fan as shown on the plans. Exhaust fan shall be 120V and have a minimum of 1/3 hp. Fan shall be fabricated to fit into the window sill.

Basis of Payment: This work will be paid for at the contract lump sum price for PUMP STATION GENERAL WORK, as specified herein and as directed by the Engineer.

PUMP STATION ELECTRICAL WORK

SAFETY SWITCHES

Safety switches or disconnect switches shall be of the fusible or non - fusible type as indicated on the drawings and shall be horsepower rated. They shall be of the current rating required by the load serviced and rated at 600 volts, 2 or 3 pole, and heavy duty. Fuse clips shall be designed to accommodate NEMA FU - 1 Class R fuses. The switches shall be safely interlocked with provisions for padlocking manufactured by Square D, General Electric, Westinghouse or ITE.

CONTROL PANEL

A. GENERAL SPECIFICATIONS: The intent of this specification is to provide a complete, integrated Pump Control System as described herein. It shall be factory assembled, wired and tested. An equipment data tag shall be permanently affixed on the inside of the exterior door with the station designation, power source, pump horsepower, and pump full load amps. An engraved legend plate shall be permanently affixed on the inside of the exterior door with the name, address and telephone of the service representative for the pumps and control panel. Intrinsically safe barriers shall be provided for the float switches in the wet well. The floats shall be both open and closed depending on the wiring needed for the controls.

B. QUALITY ASSURANCE: The pump control panel shall be fabricated by a current UL 508A/698A listed industrial control panel manufacturer. The panel manufacturer shall show its NRTL follow - up Service Procedure file number on submittals. All devices within the panel shall be NRTL listed and or reorganized where applicable and shall be mounted and wired in accordance with the most current edition of UL508/698A and NFPA. The panel manufacturer shall have a minimum of ten (10) years experience manufacturing systems specifically for water and wastewater applications. The Pump Control System(s) shall be fully tested by the factory prior to shipment. It shall include testing of both power and control devices as well as for all control functions.

A final inspection shall be performed prior to shipment and a copy of this form shall be provided with the panel. The panel shall be designed with the following features to operate the specified pumps. The Contractor shall insure compatibility between pumps, pump control panel, and related accessories.

C. BASIC OPERATIONS: The pumps shall be operated automatically or manually as a pump down, lead / lag, common off system. Each pump shall be controlled primarily through a "HAND - OFF - AUTO three positions maintained illuminated selector switch. Control function requirements are further defined in the control section of these specifications.

1. Position Commands:

- a. OFF - In this position the applicable pump will not run under any circumstance.
- b. HAND - In this position the applicable pump will run under any circumstance.
- c. AUTO - In this position both pumps shall be controlled by float switches. These switches will sense the appropriate level in the wet well and initiate start and stop commands to the pumps. All floats shall be interposed with intrinsically safe UL Listed relays installed per NEC Article 504, ANSI/ISA - RP 12.6 and all other applicable codes.

2. Pump Sequence:

- a. LEVEL 4 - High Level Alarm.
- b. LEVEL 3 - Start Lag Pump; both pumps running.
- c. LEVEL 2 - Start Lead Pump; shall alternate on each call.
- d. LEVEL 1 - Off; all pumps stop
- e. LOW LEVEL ALARM and redundant off.

3. Utility Power to the panel shall be 208/120 volts, 3 phase, 60 Hz.

D. CONTROL PANEL ENCLOSURE:

1. ENCLOSURE: A NRTL listed and NEMA Type 4X STAINLESS STEEL enclosure properly sized to contain the required components of the control system(s) shall be constructed of 14GA stainless steel body and door(s) with continuous stainless steel piano hinge. All hardware shall be corrosion resistant. A 3 - point latch with nylon rollers and padlocks provisions on handle shall be provided. Oil-resistant door gasketing around all four sides of opening shall be applied. A painted white enamel steel mounting panel shall be provided for mounting of components. All hardware shall be corrosion resistant. Voltage identification labels and comprehensive warning labels shall be provided. To maintain the Environmental rating of the specified equipment and enclosure, install in the openings only certified or recognized devices with the installation instructions of the device. The enclosure with the installed inner swing door shall be NEMA Type 4X. The enclosure shall be designed specifically for municipal water and waste water applications.
2. ENCLOSURE ACCESSORIES: The enclosure shall also provide for and include the spare for "Mission" Telemetric. Also refer to sheet 10 of the plan sheet for details of control panel.
3. INNER SWING PANEL: Provision of a "dead front" feature shall be provided using a full size hinged inner door mount all operator devices. Material shall be .125" aluminum with turned down flanges on all four sides for added rigidity.

The inner door and components shall have "dead back" feature in order to avoid accidental shock hazard. The inner door shall be large enough to fill the entire opening of the enclosure. The screws used to secure the inner swing door mounting hardware to the enclosure shall be NRTL and NEMA Type 4X rated/listed and shall not violate the environmental integrity of the enclosure. Mounting hardware which penetrates the enclosure shall not be allowed. All hardware shall be corrosion resistant. Quarter - turn latches shall be provided for securing the inner door in the closed position; captive screws are not acceptable. In addition, an inner door handle shall be provided for operator convenience.

4. CONDENSATION HEATER: A 100 watt (minimum), 120 VAC heater shall be provided from the harmful effects of condensation corrosion and low temperatures. The heater shall be complete with an adjustable thermostat. Branch protection shall be provided.
5. MAIN LUG ONLY: A power distribution block sized for the incoming power conductors shall be provided for the main power connection.
6. INDIVIDUAL BRANCH DISCONNECT AND SHORT CIRCUIT PROTECTION: Each pump shall have a Thermal Magnetic Circuit Breaker and starter sized for the pump motor to be supplied. The starter shall be NEMA rated and NRTL Listed, full voltage non reversing type complete with a Class 10 electronic overload. Each pump starter shall be in a NEMA Enclosure detailed on page 10 of the plans.
7. CONTROL POWER: The 120 VAC, single - phase power shall be derived from (one leg of the power to neutral).
 - a. Control power shall have an overcurrent protection device suitable interrupting requirements of the system. Circuit breakers shall be provided in accordance with NEC and the system requirements.
 - b. Branch Circuits Shall Power.
 - 1.) Control 20amp
 - 2.) Heater and Stat 10amp
 - 3.) "Mission" Telemetry 10amp
8. LIGHTNING ARRESTER: The system shall be protected by a lightning arrester for electrical service and shall be capable of handling up to 600vac. It shall be parallel MOV design and provide protection for Category C Transient Surges as defined in ANS/IEEE C62.41 without degradation of components. The arrester shall provide protection between each phase line and the ground line. The arrester shall be NRTL listed as a Secondary Surge Arrester, NRTL category OWHX. The enclosure shall be molded UV resistant polycarbonate or equal material. All electrical connectors shall be sealed in a NRTL component recognized epoxy to exclude moisture, dirt, and corrosion. A one - half inch conduit nipple and lock nut shall be provided. Leads shall be color coded and a minimum of 18 inches long.
9. GROUND LUGS: Ground lugs shall be provided for both incoming service and each motor.
10. THREE PHASE POWER MONITOR: A NRTL listed recognized three phase monitor shall interrupt the control power in the event of phase lose, phase reversal, low voltage and phase unbalance. It shall have primary fuse protection. Contacts shall be rated for 15A resistive at 120VAC.

The three phase power monitor shall automatically reset when power is re-applied.

11. COMPONENTS: Operator control devices shall be 22mm, NEMA and NRTL listed for TYPES 1, 12, 3R, 4, and 4X. Contact blocks shall be self wiping and color coded bridge type rated at 10A and must have rated insulation of 600V. Terminal connections shall be suitable for two 14 AWG control wires. All control and time delay relays shall be DPDT rated 10A @ 120VAC, 8 - pin socket mount type. Sockets shall have pressure plate terminals that accept two 14 AWG wires and shall be rated a minimum of 300V. All terminals blocks supplied shall be box lug type rated at the proper voltage / amperage and shall accept two 14 AWG wires.

E. CONTROL SECTION

1. All wiring shall be minimum 16 AWG, MTW and be color coded in accordance with all applicable codes and laws. Spiral wrap, fasteners and wire duct be provided as required for aesthetics and safety.
2. All components mounted on the door shall be wired with insulated connectors, where "finger proof" terminals are not provided, to prevent accidental shock hazards. All components on the backpanel shall be mounted on DIN rail or fastened via drilled and tapped screws to facilitate easy component replacement. Pop rivets shall not be allowed. Ammeter loops shall be provided between the disconnect switch and combination starter for better heat dissipation and easy means of meter reading.
3. Self – Adhesive vinyl cloth printed adhesive wire markers shall be supplied at both ends of every wire. All components on the backpanel shall be identified by metalized polymer printed adhesive label. Dymo labels are not acceptable. These labels shall include all pertinent data applicable to ratings and sizes. Components on the door of the enclosure shall be identified with custom engraved plastic legend plates. Voltage identification labels and comprehensive warning labels shall also be provided.
4. ALTERNATING RELAY: An 8 – pin socket mount DPDT alternating relay shall alternate each pump on each successive start command. It shall be complete with LED indicating lights showing the status of the internal relay and a lead selector toggle switch which will allow the alternation to be canceled and omit a disabled pump. Contacts shall be rated 10A at 120VAC
5. MODE SELECT: Method of operation shall be by a three position green illuminated maintained "Hand – Off – Auto" selector switch for each pump which shall provide for mode selection and run indication.
6. PUMP THERMAL TRIP AND SEAL LEAK DETECTION: A seal leak and overtemperature monitoring relay shall be supplied. One relay shall be provided for each pump. The relays shall monitor the shaft seal and stator temperature of the pump motor. Overtemperature condition will cause immediate shutdown and the pump(s) shall remain locked out until manually reset. The overtemperature function shall incorporate a bistable relay that retains its position during power failures. Seal leakage shall be detected by a resistive float switch in the seal cavity. Detection of a seal leak occurring within the motor chamber shall not shutdown or lockout the pump. LED's located on these relays shall indicate a thermal trip or seal leak condition. The relays shall be Mini Cas.

7. ELAPSED TIME METER(S): A six digit non – resettable type hour meter shall be provided for each pump to record Hours of operation. These shall be wired with insulated connectors to prevent accidental shock hazards.
8. INTRINSICALLY SAFE RELAYS(S): ISR relays will be provided per Article 504 of the N.E.C. and ANSI/RP 12.6. These relays shall be interfaced with each float switch. Intrinsically safe relays shall be UL 913 Listed and shall be 8 – pin socket mount style. (5 floats)
9. START RELAY: A time relay shall be provided to delay the start of the lag pump. This relay shall be adjustable from 1 to 10 seconds and shall be an 8 – pin socket mount type with contact ratings as previously specified
10. ALARMS: A weatherproof red flashing LED alarm light shall be provided to indicate a high level pump fail to start, power monitor trip and low level condition. Alarm power shall be derived from the 120V control power. It shall be mounted on a pole on the exterior of the pump station above the walk-in door.
11. TELEMETRY/MONITOR SYSTEM
 - A. The monitoring RTU shall be enclosed in a NEMA 1 or NEMA 4X enclosure. The RTU shall be powered by 12 volts AC and have a battery backup capable of keeping the RTU powered for 40 hours in case of primary AC failure. All terminations inside the RTU enclosure shall be low voltage AC or DC (28 volts or less).
 - B. The RTU shall have two (2) analog, 10 – bit resolution 4 – 20ma or 0 – 5 vdc inputs, with four (4) alarm thresholds per input. The RTU shall have eight (8) digital inputs of which up to three (3) shall be capable of recording pumps runtime in one (1) minute resolution with hourly updates of runtimes and starts. The RTU shall have at least (3) remotely controllable relay outputs. The RTU shall have up to two (2) optional pulse counting totalizers of which one can be programmed to report every 15 minutes.
 - C. The RTU shall have:
 1. Third generation cellular radios for transmitting data.
 2. Cellular carriers approvals of such cellular radios.
 3. Security encryption (128 bit) at all stages of data transfer and storage.
 4. Private IP addresses for all field radio devices.
 5. Consolidated situation awareness and diagnostic screen graphics for operators.
 6. Electronic access control keys to track personnel, maintenance, and alarm response.
 7. Automatic pump performance analysis to early detect problems.
 8. Integrated rainfall monitoring for determining inflow and infiltration.
 9. Guaranteed service price stability.
 10. Guaranteed hardware replacement costs.
 11. Contractor will include 1 year subscription costs with proposed telemetry unit.
 - D. The RTU shall be capable of reporting alarms and shall supervisory information to a password protected customer web site, an OPC complaint HMI software package for both. The website or HMI software package shall be capable of displaying all RTU alarms and supervisory data.

This to include alarms, individual accepting alarms, RTU electronic key/card reads with user names and time of read, pump run times with historical graphs, individual pump flow estimates, automatic daily analysis of pump runtimes for abnormalities with automatic customer notification of excess pump starts, every hour radio health checks with automatic notification of non – reporting or poorly reporting RTU ‘s, scaled and labeled pulse totalizations and if rainfall gauges are used, inter – day rainfall graphs. The customer website or HMI software packages shall be capable of reporting alarms via phone dialup, numeric pager dialup, alpha numeric pager, fax or email or any combination of the above. The customer website or HMI software shall produce an audit report of every alarm or notification event with accurate results of all notification attempts. The customer web site HMI software shall produce and deliver weekly reports which summarize alarms and responses, pump run times and flow estimates and all electronic key or card uses at the RTU sites.

- E. The field hardware test transmissions shall indicate current and historical radio signal reception quality and shall report any radio signal outages and the duration of the outage.
- F. The field unit shall be capable of optionally providing a method to monitor the wet well float circuit directly while providing auxiliary wet well alarm relay contact closures without the addition of a separate high wet well float. This option circuitry shall detect high wet well float. This optional circuitry shall detect high wet well conditions in the event of pump station AC failures. The antenna will be mounted on the exterior of building along top of the roof.
- G. Manufacturer/Model
 - a. Mission Communications/M-110 Series
- H. Contractor shall provide all labor and material needed to install proposed electrical equipment. Including all conduit and wire. All conduit shall be rigid material. All conduit and wire shall meet NEC Code and all local codes. All electrical items removed as shown on the plans except for Motors and Pumps shall become the property of the contractor. The Pumps and Motors shall remain property of the department. Contractor will deliver these items to the Bowman Ave Pump Station 728 Exchange Ave. East St. Louis, IL. Contact Pete Sawyer at (618) 304-2082 to schedule delivery.

F. AUTOMATIC TRANSFER SWITCH

- 1. The proposed Automatic Transfer Switch shall meet the following specifications:
 - a. UL 1008 standard for Transfer Switch Equipment
 - b. CSA standard C22.2 for automatic transfer switch
 - c. NFPA 110 for Emergency and Standby Power Systems
 - d. National Electric Code (NEC) Articles 700, 701, and 702.
- 2. The transfer switch shall meet or exceed the following:
 - a. 600amp transfer switch, 3 phase, 208/120V, 4 wire
 - b. Transfer switch shall be provided in a NEMA Type 3R rated enclosure
 - c. The Available Symmetrical Amperes when used with Current Limiting Fuses shall be no less than 200,000, when used with Specific Circuit Breakers it shall be 65,000

- d. Transfer switch operation shall be open transition type.
3. The transfer switch shall include the following equipment:
 - a. A programmable engine exerciser that provides for weekly or bi – weekly operation, include at minimum 1 form C contact for source availability of normal power and one contact for availability of emergency (contact rating 2 amps @ 30vdc, 0.5amp @ 125Vac resistive). The programmable engine exerciser incorporates a 7 day or 14 day time base with a digital readout display. Includes “with or without “load control selection for exerciser period.
 - b. Provide auxiliary contacts to indicate position of main contacts. Two (2) for normal and two (2) for emergency position (one set is standard).
 - c. The transfer switch shall be capable of talking to telemetry unit by providing the telemetry with what position the transfer switch is in.
 - d. The transfer switch front panel shall have LED indications showing the following:
 1. Switch position
 2. If connected to Utility or Emergency Power
 3. Switch shall indicate AUTO / HAND / OFF.
 - e. The Type 3R Enclosure shall be at the minimum 24” W X 63”H X 17”D.

ENGINE/GENERATOR FOR PUMP STATION SPECIFICATION

1. GENERAL

1.1. DESCRIPTION OF SYSTEM

1.1.1. Provide a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

1.2.1. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

1.2.2. The generator set must conform to applicable National Electrical Code and applicable inspection authorities.

1.3. MANUFACTURER QUALIFICATIONS

1.3.1. This system shall be supplied by Caterpillar, Cummins, Baldor Power Systems® and Blue Star – Power Systems (John Deere or Detroit Diesel Models) . The manufacturer shall have a service facility with 100 miles of the pump station.

1.3.2. To be classified as a manufacturer, the builder of the generator set must manufacture, at minimum, engines or alternators.

1.3.3. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

1.3.4 The proposed generator set must meet or exceed the below listed specifications to be used.

2. ENGINE-GENERATOR SET

2.1. Engine

2.1.1. The prime mover shall be a liquid cooled, diesel fueled, turbocharged after cooled engine of 4-cycle design. It will have a I-6 cylinder block with a minimum displacement of 6.8 liters . The unit requires a minimum rated output of 180 kw at an operating speed of 1800 RPM. Engine must be manufactured in the U.S.A.

2.1.2. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system providing visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for operation in 110 degrees f, 43 degrees c ambient temperature.

2.1.3. The intake air filter(s) with replaceable element must be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s). Engine coolant and oil drain extensions, equipped with pipe plugs, must be provided to outside of the mounting base for cleaner and more convenient engine servicing. A fan guard must be installed for personnel safety.

2.1.4. The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire starting shall be by a solenoid shift, electric starter.

2.1.5. The engine fuel system shall be designed for operation on No. 2 diesel fuel. A primary fuel filter, water separator, manual fuel priming pump, fuel shutoff solenoid and all fuel lines must be installed at the point of manufacture.

2.1.6. The primary diesel fuel filter shall be capable of removing contaminants of 10 microns. Element shall be replaceable paper type.

2.1.7. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The heater shall be 110 volt or preapproved by the department. The contractor shall provide proper branch circuit from normal utility power source.

2.1.8. Sensing elements to be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown and overcrank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, each sensor connection shall be sealed to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving objects.

2.1.9. Provide the following items installed at the factory:

2.1.9.1. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system.

2.1.9.2. A secondary diesel fuel filter shall be installed and be capable of removing contaminants of 10 microns or larger. Element shall be replaceable paper type. This filter is in addition to the standard filter(s) supplied with the engine.

2.1.9.3. The fuel system shall include a tank size capable of supplying fuel for a 24 hour full load run period, double wall base mounted fuel tank. It shall have a stub-up area convenient for electrical conduit entry. Contractor will verify location of existing conduit stub – up and provide the same. It shall have the structural integrity to support the engine-generator set and carry the UL 142 mark. Minimum features shall include all welded construction, a lockable fuel filler cap, fuel gauge, low fuel level alarm, fuel line check valve, vent and fittings for fuel supply, return, fill and emergency vent. This tank must be supplied by the engine-generator set manufacturer and be installed before shipment. Contractor will provide a full tank of fuel with generator.

2.1.9.4. Supply the base tank with emergency venting per NFPA 37.

2.1.10. Engine speed shall be controlled by isochronous governor with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.2. ALTERNATOR

2.2.1. The alternator shall be a 4 pole revolving field type, minimum 6 lead, wired for 120/208vac 3 phase, 60 hz, rated at 180 kw with a permanent magnet driven exciter. Photosensitive components will not be permitted in the rotating exciter. The stator shall be direct connected to the engine to ensure permanent alignment. The generator shall meet temperature rise standards for Class "H" insulation, operate within Class "F" standards for extended life. All leads must be extended into an AC connection panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker.

2.2.2. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 5-13.2.6. The generator set and regulator must sustain at least 300% short circuit current for 10 seconds during 3 phase fault.

2.2.3. A NEMA 1 panel that is an integral part of the generator set must be provided to allow the installer a convenient location in which to make electrical output connections. An fully rated, isolated neutral must be included by the generator set manufacturer to insure proper sizing.

2.2.4. The electric plant shall be mounted with vibration isolators on a welded steel base that shall permit suitable mounting to any level surface.

2.2.5. Provide the following items installed at the factory:

2.2.5.1. A main line circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated per the manufacturer's recommendations. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. A system utilizing manual reset field circuit breakers and current transformers is unacceptable. The breaker shall be rated for 600 amp, 3 Pole, 600 Vac and have a thermal – magnetic trip.

2.2.5.2 A 3 phase sensing voltage regulator is required.

2.3. CONTROLS

2.3.1. All engine alternator controls and instrumentation shall be designed, built, wired, tested and shock mounted in a NEMA 1 enclosure to the engine-generator set by the manufacturer.

2.3.2. The generator control system shall be a fully integrated and multi-purpose microprocessor based control system for standby emergency engine generators.

2.3.3. This configuration shall contain a complete automatic engine start-stop control where a digital signal from remote transfer switches initiates the start and stop functions to the engine.

2.3.4. The touch screen will display all pertinent unit parameters including:

- Generator Status
- Current unit status in real time
- Engine operating conditions
- Real time readouts of the engine and alternator analog values
- Oil pressure and optional oil temperature
- Coolant temperature and level
- Fuel level (where applicable)
- Engine speed
- DC battery voltage
- Run time hours
- Generator voltages, amps, frequency
- Generator Commands
- Current engine start/stop status
- Alarm Status
- Current alarm(s) condition
- Low or high AC voltage
- Low or high battery voltage
- Low or high frequency
- Pre-low or low oil pressure
- Pre-high or high oil temperature (optional)
- Low water level and temperature
- Pre-high or high engine temperature
- High, low and critical low fuel levels (where applicable)
- Overcrank
- Over and under speed
- Unit not in "Automatic Mode"

2.3.5. The following equipment is to be provided by the engine-generator set manufacturer and shipped loose with the unit:

2.3.5.1. Provide an alarm annunciator panel for remote flush mounting with the following signals indicating status and possible malfunction. The annunciator must have the capability of programming the audible alarms as follows:

| LAMP LEGEND | LIGHT | AUDIBLE |
|----------------------------------|--------|------------|
| Pre-Alarm High Water Temperature | Yellow | Selectable |
| Pre-alarm Low Oil Pressure | Yellow | Selectable |

| | | |
|-------------------------------------|--------|------------|
| High Coolant Temp/Low Coolant Level | Red | Yes |
| Low Oil Pressure | Red | Yes |
| Low Coolant Temperature | Yellow | Selectable |
| Low Fuel | Yellow | Selectable |
| High Battery Voltage | Yellow | No |
| Not In Auto | Red | Yes |
| RPM Sensor Loss | Red | Yes |
| Over speeds | Red | Yes |
| Low Battery Voltage | Yellow | Yes |
| Overcrank | Red | Yes |
| Generator Power | Yellow | No |
| Normal Utility Power | Green | No |
| System Ready | Green | No |
| Alarm Switch Off | Red | No |
| Generator Running | Yellow | No |
| Battery Charger Failure | Yellow | Selectable |
| Emergency Stop | Red | Yes |
| Communications OK | Green | Yes |

The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The remote annunciator shall have provision for installing a switch with the capability of starting, and stopping the standby generator set from the annunciator panel.

2.3.5.2. A flush mount Remote Relay Panel must be provided. The panel will monitor 8 selectable channels via an RS485 data link with the generator control panel. A status change in a form C contact will occur when a monitored channel changes state. This unit will be mounted in the pump station as specified by the construction plans. The contractor will be responsible for wiring the Remote Relay Panel. Contractor will install the Remote Relay Panel that the manufacturer of the generator requires.

3. ADDITIONAL UNIT REQUIREMENTS

3.1. Unit Accessories

3.1.1. The following equipment is to be installed at the engine-generator set manufacturer's facility:

3.1.1.1. Weather protective enclosure: The engine-generator set shall be factory enclosed in a heavy gauge steel enclosure constructed with 14 gauge corner posts, uprights and headers. The roof shall be made of aluminum, aid in the runoff of water and include a drip edge. The enclosure shall be coated with electrostatically applied powder paint, baked and finished to manufacturer's specifications. The color will be tan-standard. The enclosure is to have large, hinged doors to allow access to the engine, alternator and control panel. The doors must lift off without the use of tools. Each door will have lockable hardware with identical keys. Padlocks do not meet this specification.

The exhaust silencer(s) shall be provided of the size as recommended by the manufacturer and shall be of critical grade.

The silencer(s) shall be mounted within the weather protective enclosure for reduced exhaust noise and provide a clean, smooth exterior design. It shall be connected to the engine with a flexible, seamless, stainless steel exhaust connection. A rain cap will terminate the exhaust pipe. All components must be properly sized to assure operation without excessive back pressure when installed.

3.1.1.2. A heavy duty, lead acid 12vdc battery set rated at 700 CCA, BCI group 27F shall be installed by the generator set manufacturer. Provide all intercell and connecting battery cables as required. Contractor will responsible for connecting all the existing battery charging wires to the new batteries.

4. ADDITIONAL PROJECT REQUIREMENTS

4.1. APPLIED STANDARDS

4.2. FACTORY TESTING

4.2.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

4.2.1.1. Verifying all safety shutdowns are functioning properly.

4.2.1.2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.

4.2.1.3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

4.3. OWNER'S MANUALS

4.3.1. Owner's manuals specific to the product supplied must accompany delivery of the equipment. Contractor will supply 3 manuals to the department. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

4.4. INSTALLATION

4.4.1. Contractor shall install the complete electrical generating system including all fuel connections in accordance with the manufacturer's recommendations as reviewed by the Engineer.

4.4.2 Contractor will be responsible for anchoring of new generator to the concrete pad. Along with any additional grounding that the manufacturer or local codes require.

4.5. SERVICE

4.5.1. Supplier of the electric plant and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service.

4.6. WARRANTY

4.6.1. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 60 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the entire 60 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided to the satisfaction of the department.

4.7. STARTUP AND CHECKOUT

4.7.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to check out the completed installation and to perform an initial startup inspection to include:

4.7.1.1. Ensuring the engine starts (both hot and cold) within the specified time.

4.7.1.2. Verification of engine parameters within specification.

4.7.1.3. Verify no load frequency and voltage, adjusting if required.

4.7.1.4. Test all automatic shutdowns of the engine-generator.

4.7.1.5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

4.8. SUBMITTALS

4.8.1. Provide three complete sets of Engineering Submittal for approval, prior to production release, showing all components, in addition to the engine and generator. Submittals shall include compliance with these specifications.

Basis of Payment: This work will be paid for at the contract lump sum price for PUMP STATION ELECTRICAL WORK.

PUMP STATION MECHANICAL WORK

1. PUMPS

1.1. REQUIREMENTS

1.1.1. Furnish and install one (1) submersible non-clog wastewater pump. The pump shall be equipped with a 35 HP submersible electric motor, connected for operation on 208 volts, 3 phase, 60 hertz, and have 60 feet of submersible cable (SUBCAB) suitable for submersible pump applications. The power cable shall be sized according to NEC and ICEA standards and also meet with P-MSHA Approval.

1.2. PUMP DESIGN CONFIGURATION

- 1.2.1. Pump shall be capable of operating in a continuous non submerged condition in a vertical (NT) position in a dry pit installation and permanently connected to inlet and outlet pipes. Pump shall be of submersible construction and will continue to operate satisfactorily should the dry pit be subjected to flooding. The pump shall be capable of delivering 2500 GPM at 35 ft. TDH. Pump shut off head shall be no less than 83 ft.

1.3. PUMP CONSTRUCTION

- 1.3.1. Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be of stainless steel construction. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
- 1.3.2. Sealing design shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.
- 1.3.3. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

1.4. COOLING SYSTEM

- 1.4.1. Each unit shall be provided with an integral motor cooling system. A motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F. (40°C.). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

1.5. CABLE ENTRY SEAL

- 1.5.1. The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter. The grommets shall be compressed by the cable entry unit, thus providing a strain relief function. The assembly shall provide ease of changing the cable when necessary using the same entry seal.

The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.

1.6. MOTOR

- 1.6.1. The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 104°F. The motor shall be capable of withstanding at least 15 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminum. Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.
- 1.6.2. The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor and the pump shall be produced by the same manufacturer.
- 1.6.3. The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C ambient and shall have a NEMA Class B maximum operating temperature rise of 80° C. A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.
- 1.6.4. Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

1.7. BEARINGS

- 1.7.1. The integral pump/motor shaft shall rotate on two bearings. The motor bearings shall be sealed and permanently grease lubricated with high temperature grease. The upper motor bearing shall be a two row angular contact ball bearing. The lower bearing shall be a two row angular contact ball bearing to handle the thrust and radial forces. The minimum L₁₀ bearing life shall be 50,000 hours at any usable portion of the pump curve.

1.8. MECHANICAL SEALS

- 1.8.1. Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide seal ring. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.
- 1.8.2. Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion. The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.
- 1.8.3. The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.
- 1.8.4. A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing. The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.

1.9. PUMP SHAFT

- 1.9.1. The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable. The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

1.10. IMPELLER

- 1.10.1. The impeller shall be of gray cast iron, ASTM A-48 Class 35B, dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The screw-shaped leading edges of the impeller shall be hardened to Rc 45 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater.

The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The Impeller shall be locked to the shaft and held by an impeller bolt.

1.11. VOLUTE/SUCTION COVER

1.11.1. The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have integral spiral-shaped, sharp-edged groove(s) that is cast into the suction cover. The spiral groove(s) shall provide the sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The internal volute bottom shall provide effective sealing between the multi-vane semi-open impeller and the volute.

1.12. PROTECTION

1.12.1. Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm. A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.

1.12.2. The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit. The Mini CAS unit shall be designed to be mounted in the pump control panel.

1.13. WINCH

1.13.1. An Electric winch shall be included with the pumps. Winch shall be 120V and have chain length capable of lifting the pumps from the sump floor level to the motor room floor.

2. SUMP PUMPS

2.1. EFFLUENT PUMP

2.1.1. The pump shall be a single seal effluent pump selected in accordance with the following design criteria:

Number of Pumps: ONE (1)
Primary Design Flow: 50 gpm
Primary Design Head: 40' TDH
Minimum Shut-off Head: 56'
Motor Horsepower: ½
Motor Speed: 3450 RPM
Electrical: 115/240 volt, Single Phase

2.2. PUMP

- 2.2.1. The pump shall be designed to handle septic tank effluent and be capable of passing 3/4 inch spherical solids. The pump shall be capable of handling liquids with temperatures to 140°F intermittent and shall be capable of running dry without damage to the seals or bearings.

2.3. MOTOR

- 2.3.1. The pump motor shall be of the submersible type rated ½ hp. Motor shall operate at 3450 RPM and shall be for 115/240 volts single phase, 60 cycles. Single phase motors shall be of the permanent split capacitor type with no relays or starting switches. The winding housing will be filled with clean di-electric oil to lubricate bearings, seals, and transfer heat from the windings to the outer shell. The motor assembly shall be of the standard frame design and shall be secured in place by four threaded fasteners allowing for easy field serviceability.

- 2.3.2. The motor shall be capable of operating over the full range of the performance curve without overloading the motor and causing any objectionable noise or vibration. The common motor pump shaft shall be 416 stainless steel and shall be heat shrunk into the die cast motor rotor. The motor shall have two bearings to support the rotor; an upper ball bearing to accommodate radial loads and a lower ball bearing to take thrust and radial loads. Ball bearings shall be designed for a B-10 life of 50,000 hours. A heat sensor thermostat and overload shall be attached to the top end of the motor windings and shall be wired in series with the windings to stop the motor if the motor winding temperature reaches 266°F. The overload thermostat shall reset automatically when the motor cools to a safe operating temperature.

2.4. POWER CORD

- 2.4.1. The motor power cord shall be SJOW or SOOW. The cable jacket shall be sealed at the motor entrance by means of a rubber compression washer and compression nut. A heat shrink tube filled with epoxy shall seal the outer cable jacket and the individual leads to prevent water from entering the motor housing. The pump shall include a float control.

2.5. SHAFT SEAL

- 2.5.1. The motor shall be protected by a rotating mechanical shaft seal. The seal shall have carbon and ceramic seal faces lapped to a tolerance of one light band. Metal parts and springs for seals shall be 300 series stainless steel.

2.6. PUMP IMPELLER

- 2.6.1. The pump impeller shall be of the two vane enclosed type. The impeller shall be constructed of engineered bronze. A stainless steel wear ring shall be molded into the neck of the bronze impeller to provide a sealing surface. A replaceable Buna-N sealing cup shall cause a seal between the volute and impeller in order to maintain high efficiency and prevent recirculation. The impeller shall be threaded onto the 416 stainless steel pump/motor shaft.

2.7. PUMP AND MOTOR CASTINGS

- 2.7.1. All castings shall be of high tensile strength Class 30 gray cast iron. Castings shall be treated with phosphate and chromate rinse and painted with high quality air dry alkyd enamel.

2.8. FASTENERS

- 2.8.1. All exposed fasteners shall be of 300 series stainless steel. Contractor shall install pump into sump. Contractor will replace existing 2" discharge pipe from sump to discharge chamber. The new discharge pipe will be PVC schedule 80.

3. KNIFE GATE VALVES

- 3.1. Valves shall be a bonnetless wafer – type gate valve with a fabricated steel body. Port areas shall be 100% of the full pipe area throughout the entire length. All sizes have two (2) full – port rubber slurry sleeve halves which shall be supported and compressed between the flanges. The gate shall be stainless ASTM A240 T – 316. The valve shall be meet MSS SP – 81 face to face dimensions and ANSI B16.5 Class 150 drilling dimensions. The gate will be of sufficient thickness to provide against permanent deformation at 1.2 times the rated working pressure. The seat halves will be molded rubber and shall act as a wiper blade to clean the gate as it strokes. The stem nut will be acid resistant bronze wetted parts and will include the rubber slurry sleeves and gate only. Flush port area will be located in the base of the valve, and will be drilled, tapped, and plugged. Valve stem shall be stainless steel ASTM A 276 T – 304. Hand wheel shall be cast iron. Bolts, nuts and washers for connection of valve to pipe line shall be 304 stainless steel of the size recommended by the manufacturer.

4. PIPE

- 4.1. All replacement pipe shall be cast iron with welded on flanges. All flanges shall be ½ thick. All bolts, washers, and nuts shall be 304 stainless steel.

Basis of Payment: This work will be paid for at the contract lump sum price for PUMP STATION MECHANICAL WORK as specified herein and as directed by the Engineer.

ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007

Revised: January 1, 2009

Description. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.

The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

| AGGREGATE GROUPS | | | |
|---|---|-----------------|-----------|
| Coarse Aggregate or Coarse Aggregate Blend ASTM C 1260 Expansion | Fine Aggregate or Fine Aggregate Blend ASTM C 1260 Expansion | | |
| | ≤ 0.16% | > 0.16% - 0.27% | > 0.27% |
| ≤ 0.16% | Group I | Group II | Group III |
| > 0.16% - 0.27% | Group II | Group II | Group III |
| > 0.27% | Group III | Group III | Group IV |

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

- a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

Where: a, b, c... = percentage of aggregate in the blend;
 A, B, C...= expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".

- 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
- 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

- 3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result.

The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008

Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

“All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02.”

CEMENT (BDE)

Effective: January 1, 2007

Revised: April 1, 2011

Revise Section 1001 of the Standard Specifications to read:

“SECTION 1001. CEMENT

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

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

Portland cement shall be according to AASHTO M 85, and shall meet the standard physical and chemical requirements. The Contractor has the option to use any type of portland cement listed in AASHTO M 85 unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

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

Portland-pozzolan cement shall be according to AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland-pozzolan cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The pozzolan constituent for Type IP using Class F fly ash shall be a maximum of 25 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using Class C fly ash shall be a maximum of 30 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using microsilica or high-reactivity metakaolin shall be a maximum of ten percent. The pozzolan constituent for Type IP using other materials shall have the approval of the Engineer.

Portland-pozzolan cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

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

Portland blast-furnace slag cement shall be according to AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland blast-furnace slag cement unless a specific cement is specified for a construction item.

Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The blast-furnace slag constituent for Type IS shall be a maximum of 35 percent of the weight (mass) of the portland blast-furnace slag cement.

Portland blast-furnace slag cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

(d) **Rapid Hardening Cement.** Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified AASHTO T 131.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified AASHTO T 106.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B.

(e) **Calcium Aluminate Cement.** Calcium aluminate cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES

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

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent lab. All other information in ASTM C 1582 shall be from an independent lab.

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

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

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

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04 Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05 Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06 Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.”

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term “equipment” refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any “rental” equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities.

Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 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. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 0.00% 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 forth 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 may 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 web site 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 the 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 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 reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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 it 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 or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) 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 reasonably 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) 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.
- (f) 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) 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 DBE 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 (j) of this part.

- (i) 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.
- (j) 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.

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Revised: January 1, 2011

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).

- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer.”

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance and monthly local telephone bills that, when combined, exceed \$150.”

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC
Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

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

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

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

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

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

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revised: April 1, 2011

Revise the table in Article 108.09 of the Standard Specifications to read:

| "Schedule of Deductions for Each Day of Overrun in Contract Time | | | |
|--|------------------|---------------|----------|
| Original Contract Amount | | Daily Charges | |
| From More Than | To and Including | Calendar Day | Work Day |
| \$ 0 | \$ 100,000 | \$ 475 | \$ 675 |
| 100,000 | 500,000 | 750 | 1,050 |
| 500,000 | 1,000,000 | 1,025 | 1,425 |
| 1,000,000 | 3,000,000 | 1,275 | 1,725 |
| 3,000,000 | 6,000,000 | 1,425 | 2,000 |
| 6,000,000 | 12,000,000 | 2,300 | 3,450 |
| 12,000,000 | And over | 5,800 | 8,125" |

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor’s activities represents a violation of the Department’s NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department’s NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

| Table A Deficiency Deduction Gravity Adjustment Factors | | | | |
|--|---|-----------------|-------------------|---------------|
| Types of Violations | Soil Disturbed and Not Permanently Stabilized At Time of Violation | | | |
| | < 5 Acres | 5 - 10 Acres | >10 - 25 Acres | > 25 Acres |
| Failure to Install or Properly Maintain BMP | 0.1 - 0.5 | 0.2 - 1.0 | 0.5 - 2.5 | 1.0 - 5 |
| Careless Destruction of BMP | 0.2 - 1 | 0.5 - 2.5 | 1.0 - 5. | 1.0 - 5 |
| Intrusion into Protected Resource | 1.0 - 5 | 1.0 - 5 | 2.0 - 10 | 2.0 - 10 |
| Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes | 0.2 - 1 | 0.2 - 1 | 0.5 - 2.5 | 1.0 - 5 |
| Improper Vehicle and Equipment Maintenance, Fueling or Cleaning | 0.1 - 0.5 | 0.2 - 1 | 0.2 - 1 | 0.5 - 2.5 |
| Failure to Provide or Update Written or Graphic Plans Required by SWPPP | 0.2 - 1 | 0.5 - 2.5 | 1.0 - 5 | 1.0 - 5 |
| Failure to comply with Other Provisions of the NPDES Permit | 0.1 - 0.5 | 0.2 - 1 | 0.2 - 1 | 0.5 - 2.5" |

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

“Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m).”

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

| NAMED INSURED & ADDRESS | NUMBER & SPEED OF PASSENGER TRAINS | NUMBER & SPEED OF FREIGHT TRAINS |
|--|---|----------------------------------|
| Burlington Northern Santa Fe 80-44 th Ave. NE Minneapolis, MN 55421 | None | Varies / 25 mph |
| DOT/AAR No.: 072973Y RR Division: Springfield | RR Mile Post: 121.37 RR Sub-Division: Beardstown | |
| For Freight/Passenger Information Contact: Dustin Hartz, Road Foreman | | Phone: (815) 875-7369 |
| For Insurance Information Contact: Dustin Hartz | | Phone: (815) 875-7369 |

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

SELECTION OF LABOR (BDE)

Effective: July 2, 2010

Revise Section I of Check Sheet #5 of the Recurring Special Provisions to read:

"I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers.

"Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

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

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

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revise Article 105.07 of the Standard Specifications to read:

"105.07 Cooperation with Utilities. The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

“When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply.”

Revise Article 107.31 of the Standard Specification to read:

“107.31 Reserved.”

Add the following four Articles to Section 107 of the Standard Specifications:

“107.37 Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

| Utility Service | Color |
|---|--|
| Electric Power, Distribution and Transmission | Safety Red |
| Municipal Electric Systems | Safety Red |
| Gas Distribution and Transmission | High Visibility Safety Yellow |
| Oil Distribution and Transmission | High Visibility Safety Yellow |
| Telephone and Telegraph System | Safety Alert Orange |
| Community Antenna Television Systems | Safety Alert Orange |
| Water Systems | Safety Precaution Blue |
| Sewer Systems | Safety Green |
| Non-Potable Water and Slurry Lines | Safety Purple |
| Temporary Survey | Safety Pink |
| Proposed Excavation | Safety White (Black when snow is on the ground) |

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

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

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

(a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:

(1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or

(2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:

(1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.

(2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

(c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work will be paid for according to Article 109.04(b)(4). The length of time paid for will be the time between start of delay and eight hours working time from start of shift being worked.

For delays exceeding the initial shift, excluding Saturdays, Sundays, and holidays, Contractor-owned equipment idled by the delay which cannot be used on other work and remaining at the work site, will be paid at one-half the rate permitted in Article 109.04(b)(4) using a maximum eight hours per day for computation purposes.

Equipment rented from an independent source will be paid at rates being paid by the Contractor plus move-in move-out costs, but the total amount paid will not exceed three weeks rental.

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

- (d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 50 working days.

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR MARION COUNTY EFFECTIVE MAY 2011

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Marion County Prevailing Wage for May 2011

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|---------------------|----|-------|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ===== | == | === | = | ===== | ===== | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN | | ALL | | 24.400 | 24.850 | 1.5 | 1.5 | 2.0 | 5.550 | 9.450 | 0.000 | 0.900 |
| ASBESTOS ABT-MEC | | BLD | | 28.710 | 29.710 | 1.5 | 1.5 | 2.0 | 6.400 | 2.500 | 0.000 | 0.000 |
| BOILERMAKER | | BLD | | 31.500 | 34.000 | 1.5 | 1.5 | 2.0 | 6.820 | 11.43 | 1.500 | 0.350 |
| BRICK MASON | | BLD | | 28.290 | 30.110 | 1.5 | 1.5 | 2.0 | 7.250 | 9.430 | 2.000 | 0.500 |
| CARPENTER | | BLD | | 30.490 | 31.990 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| CARPENTER | | HWY | | 30.440 | 32.190 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| CEMENT MASON | | BLD | | 26.750 | 28.250 | 1.5 | 1.5 | 2.0 | 5.900 | 4.800 | 0.000 | 0.300 |
| CEMENT MASON | | HWY | | 25.580 | 27.080 | 1.5 | 1.5 | 2.0 | 5.900 | 5.000 | 0.000 | 0.300 |
| CERAMIC TILE FNSHER | | BLD | | 25.390 | 0.000 | 1.5 | 1.5 | 2.0 | 5.650 | 5.110 | 0.000 | 0.440 |
| ELECTRICIAN | | ALL | | 36.830 | 39.080 | 1.5 | 1.5 | 2.0 | 5.350 | 8.470 | 0.000 | 0.730 |
| ELECTRONIC SYS TECH | | BLD | | 29.530 | 31.280 | 1.5 | 1.5 | 2.0 | 5.250 | 3.840 | 0.000 | 0.250 |
| FLOOR LAYER | | BLD | | 28.930 | 29.680 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| GLAZIER | | BLD | | 31.680 | 0.000 | 2.0 | 2.0 | 2.0 | 9.020 | 10.30 | 2.540 | 0.310 |
| HT/FROST INSULATOR | | BLD | | 36.260 | 37.260 | 1.5 | 1.5 | 2.0 | 7.150 | 10.46 | 0.000 | 0.500 |
| IRON WORKER | | ALL | | 30.350 | 32.350 | 1.5 | 1.5 | 2.0 | 6.360 | 11.85 | 0.000 | 0.420 |
| LABORER | | BLD | | 24.400 | 24.850 | 1.5 | 1.5 | 2.0 | 5.550 | 9.450 | 0.000 | 0.800 |
| LABORER | | HWY | | 24.400 | 24.850 | 1.5 | 1.5 | 2.0 | 5.550 | 9.450 | 0.000 | 0.800 |
| MACHINIST | | BLD | | 43.160 | 45.160 | 1.5 | 1.5 | 2.0 | 7.640 | 8.700 | 0.000 | 0.000 |
| MARBLE FINISHERS | | BLD | | 25.390 | 0.000 | 1.5 | 1.5 | 2.0 | 5.650 | 5.110 | 0.000 | 0.440 |
| MARBLE MASON | | BLD | | 28.290 | 30.110 | 1.5 | 1.5 | 2.0 | 7.250 | 9.430 | 2.000 | 0.500 |
| MILLWRIGHT | | BLD | | 30.490 | 31.990 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| MILLWRIGHT | | HWY | | 30.940 | 32.690 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| OPERATING ENGINEER | | BLD 1 | | 32.000 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 2 | | 30.870 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 3 | | 26.390 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 4 | | 26.450 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 5 | | 26.120 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 6 | | 32.550 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 7 | | 32.850 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 8 | | 33.130 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 9 | | 34.000 | 35.000 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 1 | | 30.500 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 2 | | 29.370 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 3 | | 24.890 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 4 | | 24.950 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 5 | | 24.620 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 6 | | 31.050 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 7 | | 31.350 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 8 | | 31.630 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 9 | | 32.500 | 33.500 | 1.5 | 1.5 | 2.0 | 8.050 | 15.50 | 0.000 | 1.000 |
| PAINTER | | ALL | | 23.020 | 23.520 | 1.5 | 1.5 | 2.0 | 4.950 | 6.800 | 0.000 | 0.430 |
| PAINTER OVER 30FT | | ALL | | 26.120 | 26.620 | 1.5 | 1.5 | 2.0 | 4.950 | 6.800 | 0.000 | 0.430 |
| PAINTER PWR EQMT | | ALL | | 26.120 | 26.620 | 1.5 | 1.5 | 2.0 | 4.950 | 6.800 | 0.000 | 0.430 |
| PILEDRIVER | | BLD | | 30.490 | 31.990 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| PILEDRIVER | | HWY | | 30.940 | 32.690 | 1.5 | 1.5 | 2.0 | 6.050 | 5.750 | 0.000 | 0.350 |
| PIPEFITTER | | BLD | | 32.000 | 35.200 | 1.5 | 1.5 | 2.0 | 5.850 | 6.250 | 0.000 | 0.900 |
| PLASTERER | | BLD | | 26.750 | 28.250 | 1.5 | 1.5 | 2.0 | 5.900 | 4.800 | 0.000 | 0.300 |
| PLUMBER | | BLD | | 32.000 | 35.200 | 1.5 | 1.5 | 2.0 | 5.850 | 6.250 | 0.000 | 0.900 |
| ROOFER | | BLD | | 22.250 | 23.250 | 1.5 | 1.5 | 2.0 | 7.900 | 3.800 | 0.000 | 0.000 |
| SHEETMETAL WORKER | | ALL | | 31.390 | 32.890 | 1.5 | 1.5 | 2.0 | 6.430 | 6.490 | 1.890 | 0.360 |
| SPRINKLER FITTER | | BLD | | 36.140 | 38.890 | 1.5 | 1.5 | 2.0 | 8.100 | 8.200 | 0.000 | 0.350 |
| TERRAZZO FINISHER | | BLD | | 31.240 | 0.000 | 1.5 | 1.5 | 2.0 | 5.650 | 1.940 | 0.000 | 0.070 |
| TERRAZZO MASON | | BLD | | 32.530 | 32.830 | 1.5 | 1.5 | 2.0 | 5.650 | 4.980 | 0.000 | 0.070 |
| TRUCK DRIVER | | ALL 1 | | 29.600 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | | ALL 2 | | 30.020 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | | ALL 3 | | 30.230 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | | ALL 4 | | 30.490 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | | ALL 5 | | 31.280 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |

| | | | | | | | | | | |
|--------------|-------|--------|-------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | O&C 1 | 23.680 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 2 | 24.020 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 3 | 24.180 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 4 | 24.390 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 5 | 25.020 | 0.000 | 1.5 | 1.5 | 2.0 | 9.050 | 4.500 | 0.000 | 0.250 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MARION COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning,

sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size

(One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.