

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

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

BID SUBMITTAL CHECKLIST

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

- Proposal Bid Bond** – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.
- Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid** The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
 Bureau of Small Business Enterprises
 Contract Compliance Section
 2300 South Dirksen Parkway, Room 319
 Springfield, Illinois 62764

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

40

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting July 29, 2016

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 68B45
FULTON County
Section (129,20)N
Route FAP 317A/622
Project ACNHPP-000V(082)
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 68B45
FULTON County
Section (129,20)N
Project ACNHPP-000V(082)
Route FAP 317A/622
District 4 Construction Funds**

Intersection improvement on US 24/IL 100/IL 97 at IL 100 (Main Street) in Lewistown.

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

RETURN WITH BID

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

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

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

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 68B45

State Job # - C-94-051-13

County Name - FULTON - -

Code - 57 - -

District - 4 - -

Section Number - (129,20)N

Project Number
 ACNHPP-000V/(08/2)

Route
 FAP 317A/
 622

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K0026830	SHRUB REMOVAL	EACH	12.000				
X0326812	CAT 5 ETHERNET CABLE	FOOT	166.500				
X0326905	CCTV DOME CAM IP BASE	EACH	1.000				
X1400113	LUM LED HM MED WATT	EACH	4.000				
X4400110	TEMP PAVT REMOVAL	SQ YD	228.000				
X5510100	STORM SEWER REMOVAL	FOOT	228.000				
X6020080	INLETS TG-1 DBL	EACH	2.000				
X6020082	INLETS TG-1	EACH	6.000				
X6021834	INL-MN G-1 4D DBL	EACH	1.000				
X6023508	INLETS TA W/SPL F&G	EACH	1.000				
X6061700	COMB CC&G TB SPL	FOOT	42.000				
X6063000	CONC GUTTER TB SPL	FOOT	182.500				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7240207	REM EX SIGN COMPL	EACH	2.000				
X7830068	GRV RCSD PVT LT N SYM	SQ FT	322.000				

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X7830070	GRV RCSD PVT MRKG 5	FOOT	2,823.000				
X7830076	GRV RCSD PVT MRKG 9	FOOT	1,125.000				
X7830078	GRV RCSD PVT MRKG 13	FOOT	97.000				
X7830090	GRV RCSD PVT MRKG 25	FOOT	181.000				
X8250210	PHOTOCELL RELAY	EACH	1.000				
X8570226	FAC T4 CAB SPL	EACH	1.000				
X8600105	MASTER CONTROLLER SPL	EACH	1.000				
Z0007601	BLDG REMOV NO 1	L SUM	1.000				
Z0007602	BLDG REMOV NO 2	L SUM	1.000				
Z0007603	BLDG REMOV NO 3	L SUM	1.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0020800	EROSION CONTROL CURB	FOOT	276.000				
Z0020805	EROSION CONT CURB REM	FOOT	276.000				
Z0033068	TS BATT BACKUP SYSTEM	EACH	1.000				
Z0049802	R&D FRIABL ASB BLD 2	L SUM	1.000				

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 622

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Z0049901	R&D NON-FR ASB BLD 1	L SUM	1.000				
Z0049902	R&D NON-FR ASB BLD 2	L SUM	1.000				
Z0056648	SS 1 WAT MN 12	FOOT	121.000				
Z0062456	TEMP PAVEMENT	SQ YD	228.000				
Z0076600	TRAINEES	HOUR	500.000		0.800		400.000
Z0076604	TRAINEES TPG	HOUR	500.000		15.000		7,500.000
20100110	TREE REMOV 6-15	UNIT	7.000				
20100210	TREE REMOV OVER 15	UNIT	102.400				
20200100	EARTH EXCAVATION	CU YD	4,025.800				
20800150	TRENCH BACKFILL	CU YD	109.200				
21101615	TOPSOIL F & P 4	SQ YD	1,839.000				
25000210	SEEDING CL 2A	ACRE	0.300				
25200110	SODDING SALT TOLERANT	SQ YD	553.100				
25200200	SUPPLE WATERING	UNIT	2.800				
28000250	TEMP EROS CONTR SEED	POUND	84.000				

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28000400	PERIMETER EROS BAR	FOOT	135.000				
28000500	INLET & PIPE PROTECT	EACH	18.000				
31100910	SUB GRAN MAT A 12	SQ YD	6,080.000				
40800050	INCIDENTAL HMA SURF	TON	75.000				
42000400	PCC PVT 9	SQ YD	5,375.100				
42300200	PCC DRIVEWAY PAVT 6	SQ YD	62.000				
42300300	PCC DRIVEWAY PAVT 7	SQ YD	181.000				
42400100	PC CONC SIDEWALK 4	SQ FT	7,917.000				
42400300	PC CONC SIDEWALK 6	SQ FT	497.000				
42400800	DETECTABLE WARNINGS	SQ FT	216.000				
44000100	PAVEMENT REM	SQ YD	4,678.000				
44000200	DRIVE PAVEMENT REM	SQ YD	1,063.100				
44000500	COMB CURB GUTTER REM	FOOT	2,096.000				
44000600	SIDEWALK REM	SQ FT	5,971.000				
44200186	PAVT PATCH T4 15	SQ YD	35.000				

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 622

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50300225	CONC STRUCT	CU YD	180.300				
50800105	REINFORCEMENT BARS	POUND	330.000				
50901760	PIPE HANDRAIL	FOOT	82.000				
550A0050	STORM SEW CL A 1 12	FOOT	547.000				
60218400	MAN TA 4 DIA T1F CL	EACH	3.000				
60236700	INLETS TA T10F&G	EACH	1.000				
60255500	MAN ADJUST	EACH	8.000				
60500060	REMOV INLETS	EACH	6.000				
60603800	COMB CC&G TB6.12	FOOT	117.000				
60605000	COMB CC&G TB6.24	FOOT	1,710.000				
66600105	FUR ERECT ROW MARKERS	EACH	27.000				
66700205	PERM SURV MKRS T1	EACH	2.000				
66900200	NON SPL WASTE DISPOSL	CU YD	120.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	2.000				

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67000400	ENGR FIELD OFFICE A	CAL MO	16.000				
67100100	MOBILIZATION	L SUM	1.000				
70101835	TRAF CONT-PROT BLR 22	L SUM	1.000				
70102622	TR CONT & PROT 701502	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	210.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	12.000				
70107006	PAVT MK BLKOUT TAPE 6	FOOT	2,744.000				
70300100	SHORT TERM PAVT MKING	FOOT	288.000				
70300150	SHRT TRM PAVT MK REM	SQ FT	2,231.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	187.000				
70300220	TEMP PVT MK LINE 4	FOOT	2,823.000				
70300250	TEMP PVT MK LINE 8	FOOT	1,125.000				
70300260	TEMP PVT MK LINE 12	FOOT	97.000				
70300280	TEMP PVT MK LINE 24	FOOT	181.000				

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District - 4 - -

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 622

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300510	PAVT MARK TAPE T3 L&S	SQ FT	183.600				
70300520	PAVT MARK TAPE T3 4	FOOT	5,998.000				
78001100	PT PVT MK LTRS & SYMB	SQ FT	126.000				
78001110	PAINT PVT MK LINE 4	FOOT	2,096.000				
78001150	PAINT PVT MK LINE 12	FOOT	166.000				
78001180	PAINT PVT MK LINE 24	FOOT	16.000				
78009000	MOD URETH PM LTR-SYM	SQ FT	322.000				
78009004	MOD URETH PM LINE 4	FOOT	2,561.000				
78009008	MOD URETH PM LINE 8	FOOT	1,125.000				
78009012	MOD URETH PM LINE 12	FOOT	20.000				
78009024	MOD URETH PM LINE 24	FOOT	181.000				
78100100	RAISED REFL PAVT MKR	EACH	50.000				
78300200	RAISED REF PVT MK REM	EACH	34.000				
80500200	SERV INSTALL TY B	EACH	1.000				
81028350	UNDRGRD C PVC 2	FOOT	88.000				

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 NUMBER -

68B45

State Job # - C-94-051-13

County Name - FULTON - -

Code - 57 - -

District - 4 - -

Section Number - (129,20)N

Project Number
 ACNHPP-000V/(08/2)

Route
 FAP 317A/
 622

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81028370	UNDRGRD C PVC 3	FOOT	219.000				
81028380	UNDRGRD C PVC 3 1/2	FOOT	125.000				
81400700	HANDHOLE PCC	EACH	3.000				
81400720	DBL HANDHOLE PCC	EACH	1.000				
81702130	EC C XLP USE 1C 6	FOOT	924.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	2,021.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	627.000				
87301515	ELCBL C LEAD 18 3PR	FOOT	499.000				
87301900	ELCBL C EGRDC 6 1C	FOOT	435.000				
87502440	TS POST GALVS 10	EACH	1.000				
87702930	STL COMB MAA&P 40	EACH	1.000				
87702950	STL COMB MAA&P 44	EACH	3.000				
87800100	CONC FDN TY A	FOOT	3.000				
87800415	CONC FDN TY E 36D	FOOT	52.000				
88030020	SH LED 1F 3S MAM	EACH	4.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 68B45

State Job # - C-94-051-13

County Name - FULTON- -
 Code - 57 - -
 District - 4 - -
 Section Number - (129,20)N

Project Number
 ACNHPP-000V/(08/2)

Route
 FAP 317A/
 622

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
88030050	SH LED 1F 3S BM	EACH	4.000				
88102740	PED SH LED 2F BM	EACH	4.000				
88200510	TS BACKPLATE RET-REFL	EACH	8.000				
88500100	INDUCTIVE LOOP DETECT	EACH	8.000				
88500530	IND L DET AMP SPL	EACH	4.000				
88600100	DET LOOP T1	FOOT	1,627.000				
88800100	PED PUSH-BUTTON	EACH	8.000				
89502375	REMOV EX TS EQUIP	EACH	1.000				
89502380	REMOV EX HANDHOLE	EACH	4.000				
89502385	REMOV EX CONC FDN	EACH	6.000				

CONTRACT NUMBER

68B45

THIS IS THE TOTAL BID

\$ _____

NOTES:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-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.

(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.

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.

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code 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 may cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

NA-FEDERAL

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

RETURN WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

(Note: Only one set of forms needs to be completed per individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual that is authorized to execute contracts for your company.

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

4. Suspension or 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: suspension or 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 Code.

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

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 this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act 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 Title 44, Illinois Administrative Code, Section 750.120. 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. 68B45
FULTON County
Section (129,20)N
Project ACNHPP-000V(082)
Route FAP 317A/622
District 4 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 **Illinois Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 68B45
FULTON County
Section (129,20)N
Project ACNHPP-000V(082)
Route FAP 317A/622
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

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

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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

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

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. 68B45
FULTON County
Section (129,20)N
Project ACNHPP-000V(082)
Route FAP 317A/622
District 4 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual 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 Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. Suspension or 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: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. July 29, 2016. 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 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68B45
FULTON County
Section (129,20)N
Project ACNHPP-000V(082)
Route FAP 317A/622
District 4 Construction Funds**

Intersection improvement on US 24/IL 100/IL 97 at IL 100 (Main Street) in Lewistown.

- 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

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements for Federal-Aid Construction Contracts	1
2	X Subletting of Contracts (Federal-Aid Contracts)	4
3	X EEO	5
4	Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	Required Provisions - State Contracts	20
6	Asbestos Bearing Pad Removal	26
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	Temporary Stream Crossings and In-Stream Work Pads	28
9	X Construction Layout Stakes Except for Bridges	29
10	Construction Layout Stakes	32
11	Use of Geotextile Fabric for Railroad Crossing	35
12	Subsealing of Concrete Pavements	37
13	Hot-Mix Asphalt Surface Correction	41
14	Pavement and Shoulder Resurfacing	43
15	Patching with Hot-Mix Asphalt Overlay Removal	44
16	Polymer Concrete	45
17	PVC Pipeliner	47
18	Bicycle Racks	48
19	Temporary Portable Bridge Traffic Signals	50
20	Work Zone Public Information Signs	52
21	Nighttime Inspection of Roadway Lighting	53
22	English Substitution of Metric Bolts	54
23	Calcium Chloride Accelerator for Portland Cement Concrete	55
24	Quality Control of Concrete Mixtures at the Plant	56
25	Quality Control/Quality Assurance of Concrete Mixtures	64
26	Digital Terrain Modeling for Earthwork Calculations	80
27	Pavement Marking Removal	82
28	Preventive Maintenance – Bituminous Surface Treatment	83
29	Preventive Maintenance – Cape Seal	89
30	Preventive Maintenance – Micro-Surfacing	104
31	X Preventive Maintenance – Slurry Seal	115
32	Temporary Raised Pavement Markers	125
33	Restoring Bridge Approach Pavements Using High-Density Foam	126

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
DATE OF COMPLETION (PLUS WORKING DAYS)	1
UTILITIES – LOCATIONS/INFORMATION ON PLANS	1
LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES	2
BORROW AND FURNISHED EXCAVATION.....	2
EMBANKMENT (RESTRICTIONS)	3
EMBANKMENT (SMALL EMBANKMENT)	4
SEEDING, MINOR AREAS.....	4
PROOF ROLLING	4
SUBGRADE TREATMENT	5
SUBBASE GRANULAR MATERIAL	5
TEMPORARY PAVEMENT	5
ANTI-STRIP ADDITIVE FOR HOT-MIX ASPHALT	6
TEMPORARY SIDEWALKS	6
STORM SEWER, (WATER MAIN QUALITY PIPE).....	6
BACKFILL, BUILDING REMOVAL	9
INLETS, TYPE G-1	9
INLETS, TYPE G-1, DOUBLE	9
INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE.....	10
PERMANENT SURVEY MARKERS.....	10
TRAFFIC CONTROL PLAN.....	10
TRAFFIC CONTROL AND PROTECTION BLR 22 AND BLR 22 (SPECIAL).....	13
WORKING RESTRICTIONS.....	13
REMOVE EXSITING SIGN COMPLETE	13
PAVEMENT MARKING REMOVAL/WORK ZONE PAVEMENT MARKING REMOVAL.....	14
GROOVING FOR RECESSED PAVEMENT MARKING	14
PCC QC/QA ELECTRONIC REPORTS SUBMITTAL	16
PCC AUTOMATIC BATCHING EQUIPMENT	17
COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL).....	17
EROSION CONTROL CURB.....	17
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES.....	18

CONTRACT GUARANTEE..... 19

SERVICE INSTALLATION, TYPE B 20

PHOTOCELL RELAY 20

ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C 22

HANDHOLE, PORTLAND CEMENT CONCRETE 22

DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE 23

FULL ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL 23

MASTER CONTROLLER (SPECIAL)..... 25

INDUCTIVE LOOP DETECTOR..... 26

INDUCTIVE LOOP DETECTOR AMPLIFIER (SPECIAL) 27

TRAFFIC SIGNAL LED MODULE SPECIFICATIONS 28

SIGNAL HEAD, LED..... 32

PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED 32

PEDESTRIAN PUSHBUTTON 33

TRAFFIC SIGNAL BACKPLATE, RETROREFLECTIVE..... 33

TRAFFIC SIGNAL BATTERY BACKUP SYSTEM 34

CLOSED-CIRCUIT TELEVISION DOME CAMERA, IP BASED..... 42

CAT 5 ETHERNET CABLE..... 46

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT 47

LUMINAIRE, LED, HORIZONTAL MOUNT, OF THE WATTAGE SPECIFIED 48

RODENT EXTERMINATION 55

BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE)..... 55

BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)
 (BDE) 57

ACCESSIBLE PEDESTRIAN SIGNALS (APS) (BDE) 79

COARSE AGGREGATE QUALITY (BDE)..... 81

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE) 82

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)..... 82

ENGINEER’S FIELD OFFICE (BDE)..... 94

EQUAL EMPLOYMENT OPPORTUNITY (BDE)..... 94

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE) 97

GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE) 101

MAST ARM ASSEMBLY AND POLE (BDE)..... 103

MECHANICAL SIDE TIE BAR INSERTER (BDE)..... 103

MECHANICAL SPLICERS (BDE).....	105
PAVEMENT MARKING BLACKOUT TAPE (BDE).....	105
PEDESTRIAN PUSH-BUTTON (BDE)	107
PROGRESS PAYMENTS (BDE)	107
RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE).....	108
STEEL SLAG IN TRENCH BACKFILL (BDE).....	118
TRAINING SPECIAL PROVISIONS (BDE)	118
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)	121
WARM MIX ASPHALT (BDE).....	123
WEEKLY DBE TRUCKING REPORTS (BDE).....	125
STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID).....	125

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, 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 Routes 317A/622 (US 24/IL 100/IL 97), Project ACNHPP-000V(082), Section (129,20)N, Fulton County, Contract No. 68B45, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located at the intersection of Main Street and Avenue E (US Route 24, Illinois Route 100, Illinois Route 97 and Avenue E) in Lewistown, Illinois in Fulton County.

DESCRIPTION OF PROJECT

The proposed improvement consists of intersection reconstruction in Lewistown. The project also includes storm sewer, curb and gutter, sidewalk, traffic signals, and related collateral work necessary to complete the project.

DATE OF COMPLETION (PLUS WORKING DAYS)

Effective March 1, 1990

Revised July 1, 1994

The Contractor shall schedule his operations so as to complete all work, except as specified below, and open all the roadway to traffic on or before November 1, 2017. The Contractor shall note that this completion date is based on an expedited work schedule. The Contractor will be allowed 10 working days, after the November 1, 2017 completion date, to complete any remaining planting, seeding and sodding work.

UTILITIES – LOCATIONS/INFORMATION ON PLANS

Effective: November 8, 2013

The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines, and other utilities as shown on the plans are based on field investigation and locations provided by the utility companies, but they are not guaranteed. Unless elevations are shown, all utility locations shown on the cross sections are based on the approximate depth supplied by the utility company. It shall be the Contractor's responsibility to ascertain their exact location from the utility companies and by field inspection.

LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

Effective: August 3, 2007

Revised: July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

BORROW AND FURNISHED EXCAVATION

Effective March 7, 2000

Revised April 27, 2007

Add the following to the requirements of Article 204:

"Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both sides and top with a minimum of 3 feet (900 mm) of non-restricted soil not considered detrimental in terms of erosion potential or excess volume change. A restricted soil is defined as having any one of the following properties:"

A grain size distribution with less than 35% passing the number 75um (#200) sieve.

A plasticity index of less than 12.

A liquid limit in excess of 50.

"All restricted and non-restricted embankment materials shall have the following minimum strengths for the indicated moistures:"

Immediate Bearing Value	Shear Strength At 95% Density *	Moisture
3.0	1,000PSF (50 Kpa)	120%
4.0	1,300 PSF (62 Kpa)	110%

*Granular Soils $\phi=35^\circ$

EMBANKMENT (RESTRICTIONS)

Effective January 21, 2005

Revised August 3, 2007

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3' (1 m) of non-restricted soil (see "Borrow and Furnished Excavation" Special Provision). Alternating layers of further restricted material and cohesive soil will not be permitted. The further restricted materials may only be incorporated into the embankment by using one of the following procedures:

- a. The further restricted materials shall be placed in 4" lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10' (3 m) by 10' (3 m) French drain consisting of nonwoven geotechnical fabric with 12" (0.3 m) of B-3 riprap. This shall be constructed on both sides of the embankment at the toe of the foreslope spaced 150' (46 m) apart. At locations requiring a French drain the 3' (1 m) cohesive cap shall not be installed within the 10' by 10' riprap area. If the Engineer determines that the existing ground is a granular free draining soil, the French drain may be deleted.
- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4" (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and transverse underdrains spaced at 250' (75 m) centers. The underdrain shall consist of a 2' (0.6 m) deep by 1' (0.3 m) wide trench, backfilled with FA4 sand and a 4" (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6" (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure or outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of EARTH EXCAVATION, FURNISHED EXCAVATION, or BORROW EXCAVATION.

EMBANKMENT (SMALL EMBANKMENT)

Effective October 1, 1999

Revised January 1, 2007

Revised the third paragraph of Article 205.06 of the Standard Specifications to read:

All material used for embankment shall not contain more than 120% of the optimum moisture except for the top 2 ft. (600 mm).

The top 2 ft. (600 mm) of all embankments shall not contain more than 110% of the optimum moisture determined according to AASHTO T99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when approved by the Engineer.

SEEDING, MINOR AREAS

Effective July 1, 1990

Revised January 1, 2007

Seeding, fertilizing, and mulching shall be done in accordance with Article 250 of the Standard Specifications except for the following revisions:

All areas disturbed by the work performed shall be seeded, fertilized, and mulched in accordance with Article 251.03(a). The materials may be purchased locally and placed as directed by the engineer.

The estimated area is approximately 0.3 acre (0.12 hectare). The seed mixture shall be applied at 100 pounds/acre (110 kg/ha). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the engineer.

The fertilizer nutrients shall be applied at a rate of 270 lbs. (300 kg) of actual nutrients per acre (hectare). The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The Contractor shall provide the engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

The seed, fertilizer, and mulch will not be measured for payment but will be considered included in the cost of SEEDING, CLASS 2A.

PROOF ROLLING

Effective April 23, 2004

Revised January 1, 2007

This work shall consist of proof rolling the subgrade with a fully loaded tandem axle dump truck and driver at the direction of the Engineer. The truck shall travel the subgrade in all of the proposed lanes of traffic in the presence of the Engineer.

This work will not be paid for separately, but considered included in the various earthwork pay items.

SUBGRADE TREATMENT

Effective July 1, 1990

Revised April 25, 2008

Revise first sentence of first paragraph of Article 301.04 as follows:

"When compacted, the subgrade shall have a minimum dry density of 95 percent of the standard laboratory dry density and a minimum immediate bearing value (IBV) of 4."

Delete the second paragraph (including subparagraphs a, b, and c) of Article 301.04 of the Standard Specifications and replace it with the following:

"In cut sections the Contractor responsible for the rough grading shall obtain not less than 95% of the standard laboratory density and not more than 110% of the optimum moisture for the top 1' (300 mm) of the subgrade.

The Contractor may, at his/her option, add a drying agent to lower the moisture content as specified. The drying agent must be approved by the Engineer prior to use. Additional compensation will not be allowed for the use of a drying agent, but will be considered as included in the cost of the various earthwork items."

In the first sentence of the third paragraph delete "above steps have" and replace with "work has."

SUBBASE GRANULAR MATERIAL

Effective: November 5, 2004

This work shall be in accordance with Section 311 of the Standard Specifications and as specified herein.

All Subbase Granular Material shall have a minimum IBR of 4.

TEMPORARY PAVEMENT

Effective October 1, 1995

Revised April 26, 2015

This item shall include all materials, labor and equipment necessary to construct temporary pavement in accordance with applicable sections of the Standard Specifications except as herein specified.

The Contractor shall have the option of constructing temporary pavement made of 8" hot-mix asphalt base course or 8" PCC base course.

Hot-Mix Asphalt base course shall be placed in accordance with applicable portions of Section 355. Material for Hot-Mix Asphalt base course shall be Hot-Mix Asphalt Binder Course in accordance with Sections 406 and 407 and as shown in the Mix Design Table. PCC base course shall be in accordance with Section 353.

This work will be paid for at the contract unit price per Square Yard (Square Meter) for TEMPORARY PAVEMENT which price shall be payment in full for all materials, labor and equipment including bituminous and aggregate prime coat necessary to perform the work as herein specified.

Removal of Temporary Pavement will be paid for separately in accordance with Section 440 of the Standard Specifications.

ANTI-STRIP ADDITIVE FOR HOT-MIX ASPHALT

Effective July 30, 2010

If an anti-stripping additive is required for any hot-mix asphalt in accordance with Article 1030.04(c), the cost of the additive will not be paid for separately, but shall be considered as included in the contract unit price bid for the hot-mix asphalt item(s) involved.

TEMPORARY SIDEWALKS

Effective March 1, 1991

Revised February 1, 1996

Temporary sidewalks may be required at various locations as determined by the Engineer to provide access to and from businesses and to provide continuity for pedestrian traffic. The temporary sidewalks shall be constructed using material of the type and thickness as specified by the Engineer. The work, including the subsequent removal of the temporary sidewalk, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STORM SEWER, (WATER MAIN QUALITY PIPE)

Effective January 1, 2011

Revised August 1, 2014

This work consists of constructing storm sewer to meet water main standards, as required by the IEPA or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119), the applicable sections of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains. Separation criteria for storm sewers placed adjacent to water mains and water service lines are as follows:

- (1) Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, or sewer service connections.

- (2) Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:
 - (a) Local conditions prevent a lateral separation of 10 feet (3.05 meters); and
 - (b) The water main or water service invert is 18 inches (460 mm) above the crown of the sewer; and
 - (c) The water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3) A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located within 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet (1), (2) or (3) above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joints ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet (3.05 meters). Storm sewer meeting water main requirements shall be constructed of the following pipe materials:

Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest ANSI/AWWA C300, C301, C302, or C303.

Joints shall conform to Article 41-2.07B of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Ductile Iron Pipe

Ductile Iron pipe shall conform to ANSI A 21.51 (AWWA C151), class or thickness designed per ANSI A 21.50 (AWWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (AWWA C104), with a mechanical or rubber ring (slip seal or push on) joints.

Joints for ductile iron pipe shall be in accordance with the following applicable specifications.

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

Plastic Pipe

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM Standard D 1785. Schedule 80 is the minimum required for all pipe sizes, except when the pipe is to be threaded, and then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM f 441. A minimum of Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. A minimum wall thickness of SDR 26 is required for all pipe sizes (Note: The lower the SDR number, the higher the wall thickness and pressure rating). It shall be made from CPVC compound meeting ASTM D 1784.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. A minimum of wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
6. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. A minimum of wall thickness of DR 26 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastometric seals (gaskets) used for push-on joints shall comply with ASTM F477.

Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) or ASTM F 493 (CPVC) and be approved by NSF.

This work will be measured and paid for at the contract unit price per Foot (Meter) for STORM SEWER (WATER MAIN QUALITY PIPE) of the diameter and type specified.

BACKFILL, BUILDING REMOVAL

Effective August 20, 1991

Revised January 1, 2007

All material furnished for backfilling holes and basements for building removal shall satisfy Article 1003.04 or 1004.05 of the Standard Specifications.

The cavities under the proposed roadway shall be backfilled as outlined under Article 550.07 Method 1, 2, or 3 of the Standard Specifications.

Aggregate used shall contain no frozen matter nor shall the aggregate be placed on snow or ice. Jetting or inundating shall not be done during freezing weather.

After the filling of the void, the site shall be graded and cleaned-up to the satisfaction of the Engineer.

If there is a possibility of trapping of sub-surface drainage, basement floors shall be broken to comply with local building codes to prevent entrapment of water.

A suitable earth cap, minimum 12 inches (300 mm) thick, shall be placed as the final backfill lift on all cavity areas outside the proposed embankment or pavement structure.

This work will not be paid for separately, but shall be included in the cost of the building removal pay items included in the contract.

INLETS, TYPE G-1

Effective October 1, 1995

Revised January 1, 2007

This work shall consist of furnishing all labor, equipment, and material for the construction of Type G-1 Inlets and Combination Concrete Curb and Gutter in accordance with Sections 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLETS, TYPE G-1" to Article 602.16 of the Standard Specifications. Delete the first paragraph in Articles 606.14 and 606.15.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLETS, TYPE G-1" in accordance with details shown in the plans.

This work will be paid for at the contract unit price Each for INLETS, TYPE G-1.

INLETS, TYPE G-1, DOUBLE

Effective July 31, 2009

This work shall consist of furnishing equipment, labor, and materials for the construction of Type G-1, Double Inlets and Combination Concrete Curb and Gutter in accordance with Section 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLETS, TYPE G-1, DOUBLE" to Article 602.16 of the Standard Specifications. Delete the first paragraph in Articles 606.14 and 606.15 of the Standard Specifications.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLETS, TYPE G-1, DOUBLE" in accordance with details shown in the plans.

This work will be paid for at the contract unit price Each for INLETS, TYPE G-1, DOUBLE.

INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE

This work shall consist of furnishing equipment, labor, and materials for the construction of inlets in accordance with Section 602 of the Standard Specifications, Highway Standards 602301 or 602306, and the details in the plans.

The frame grate used at Station 97+18, 68.2' Left shall be the Type 37 Grate detailed in the plans. The frame grate used at Station 7+61, 20.2' Left, shall be the existing frame and grate. The existing frame and grate shall not be damaged during removal.

Add "INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE" to Article 602.16 of the Standard Specifications.

This work will be paid for at the contract unit price per Each for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE.

PERMANENT SURVEY MARKERS

Effective January 1, 2014

The metal tablet used on permanent survey markers shall be made of bronze.

TRAFFIC CONTROL PLAN

Effective: December 8, 2015

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

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701502 701701 701801 701901

Traffic Control Surveillance

Traffic Control & Protection (Special)

Traffic Control Surveillance is required for this project.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions through the work zone and detour routes. The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control device. Special attention shall be given to existing warning signs, speed signs and guide signs during the construction operation. Warning signs and existing guide signs shall be kept consistent with the barricade placement, signing or detour signing at all times. The Contractor shall immediately remove, completely cover or turn from motorists view all signs which are inconsistent with lane assignment patterns and traffic speed.

Existing regulatory traffic signing shall be relocated as needed for each stage of construction. In addition, the Contractor shall furnish and install temporary regulatory signing at the location as shown in the plans. The Contractor shall maintain all temporary signs until the new permanent signing and/or traffic signals have been installed. The relocation and maintenance of any temporary signs will not be paid for separately, but shall be governed by Article 107.5 of the Standard Specifications.

Access to all businesses and residences shall remain open at all times during construction unless prior arrangement is made with any business or residence and written approval is provided by the Engineer.

The plan details present a suggested means for implementing the traffic staging and traffic control for the construction of this project. The plans do not attempt to detail or define all construction conditions which may require modification or installation of additional traffic control devices. The Contractor may modify the traffic control as shown in the plans upon written approval of the Engineer. Any modifications to the Traffic Control Plan or Pay Items will not be subject to additional compensation by the Contractor but shall be included in the cost of the associated traffic control items.

SIGNS

No bracing shall be allowed on post-mounted signs.

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

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

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

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

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

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

Signing and devices required to close Avenue E, according to the Traffic Control Staging Plans contained herein, shall be the responsibility of the Contractor. Detour signing required to detour traffic to alternate routes shall be the responsibility of the Contractor.

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

DEVICES

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

A minimum of three (3) drums spaced at four (4') feet apart shall be placed at each return when the side road is open.

GENERAL

Unless otherwise specified, all labor, equipment, and materials required to provide the traffic control, including removal after work completion, as shown in the plans and as directed by the Engineer, in accordance with the applicable Standards, and as specified herein shall be considered as included in the cost of the Traffic Control and Protection items used for the project.

TRAFFIC CONTROL AND PROTECTION (SPECIAL) shall include installation and removal of all signs, devices, pavement markings, including removal of both conflicting markings and work zone markings, maintenance of traffic control, and flaggers as shown on the staging plan sheets and detour sheets. All devices shall be installed in accordance with Sections 701, 703 and 704 of the Standard Specifications.

The Contractor shall notify the Resident Engineer ten (10) days prior to the closing of Avenue E.

The Contractor shall notify don Hoffman, Traffic Control Supervisor, at (309) 671-4488 twenty-one (21) days prior to the closing of Avenue E.

TRAFFIC CONTROL AND PROTECTION BLR 22 AND BLR 22 (SPECIAL)

Effective April 25, 2008

Revised July 31, 2009

This work shall be in accordance with Section 701 of the Standard Specifications and shall include all material, equipment, and labor necessary to install the traffic control items as shown on the Highway Standard BLR 22 or as shown and described in the plans and specifications.

Add the following to the first paragraph of Article 701.20(a):

"Traffic Control and Protection Standard BLR 22 and Traffic Control and Protection Standard BLR 22(Special)".

Add the following to the first paragraph of Article 701.20(b):

"Traffic Control and Protection Standard BLR 22 and Traffic Control and Protection Standard BLR 22(Special)".

WORKING RESTRICTIONS

The Contractor shall schedule their work operations to have all lanes open to traffic by November 30, 2016. Should the Contractor fail to have all lanes open to traffic at both structures by November 30, 2016, or within such extended time allowed by the Department, the Contractor shall be subject to the provision stated in Article 108.09 of the Standard Specifications.

The Contractor shall not construct any Temporary Pavement before March 15, 2017.

REMOVE EXSITING SIGN COMPLETE

This work shall consist of the removal and disposal of the following signs:

- 1) Large pylon sign pole at Sta. 99+42, 43.1' Left. Pylon sign pole formerly had Hardee's sign on it. Pole is in excess of 40 feet high.
- 2) Approximately 8' tall pole and foundation at Sta. 3+31, 28.3' Left.

This work shall be completed in accordance with Section 440 of the Standard Specifications.

This work will be paid for at the contract unit price Each for REMOVE EXISTING SIGN COMPLETE.

PAVEMENT MARKING REMOVAL/WORK ZONE PAVEMENT MARKING REMOVAL

Effective: April 29, 2005

Description: This work shall consist of removing all permanent or work zone pavement marking, painted pavement markings, epoxy paint pavement markings, thermoplastic pavement marking, or Pavement Marking Tape Type III by hydro-blasting in accordance with the applicable portions of Section 783 and 703 of the Standard Specifications and described herein. Pavement Marking Tape Type III may be peeled or burned off. However, all remnants or burn marks shall be hydro-blasted.

Equipment Requirements: All equipment shall be of sufficient capacity to efficiently and economically clean the roadway surface to the specified cleanliness. Equipment shall be power driven and in good operating condition. Equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove contaminants from the water and prevent deposition of oil and other contaminants on the roadway surface.

Removal Requirements: Removal requirements shall be as follows:

- a) The existing paint pavement markings or epoxy paint pavement markings shall be removed without pavement surface damage to the satisfaction of the Engineer.
- b) A high pressure water spray or "hydro-blast" shall be used during the removal, the pressure at the nozzle shall be approximately 172,000 kPa (25,000 psi) with maximum flow rate of 56 L/min (15 gal/min). The nozzle shall be in close proximity to the pavement surface.
- c) Over cleaning to the extent of possible damage to the roadway surface shall be held to a minimum. Very small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.

Method of Measurement: The removal of permanent or work zone pavement marking, painted pavement markings, epoxy paint pavement markings, thermoplastic pavement marking, or pavement marking tape type III will be measured in square feet (square meter).

Basis of Payment: This work will be paid for at the contract unit price per Square Foot (Square Meter) for PAVEMENT MARKING REMOVAL or WORK ZONE PAVEMENT MARKING REMOVAL.

GROOVING FOR RECESSED PAVEMENT MARKING

Effective August 2, 2013

Description. This work shall consist of grooving the pavement surface in accordance with the material manufacturer's requirements and as specified herein in preparation for the application of recessed pavement markings.

Equipment. Equipment shall be according to the following.

Pavement Marking Tape Installations: The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm).

CONSTRUCTION REQUIREMENTS

General. Prior to the operation, the Contractor shall supply the Engineer with a copy of the pavement marking material manufacturer's recommendations for constructing a groove.

Pavement Grooving Methods. The grooves for recessed pavement markings shall be constructed using the following methods.

- (a) Wet Cutting Head Operation. When water is required or used to cool the cutting head, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.
- (b) Dry Cutting Head Operation. When used on HMA pavements, the groove shall be vacuumed or cleaned by blasting with high-pressure air to remove loose aggregate, debris, and dust generated during the cutting operation. When used on PCC pavements, the groove shall be flushed with high pressure water or shot blasted to remove any PCC particles that may have become destabilized during the grooving process. If high pressure water is used, the pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

Pavement Grooving. Grooving shall not cause ravels, aggregate fractures, spalling or disturbance of the joints to the underlying surface of the pavement. Grooves shall be cut into the pavement prior to the application of the pavement marking material. Grooves shall be cut such that the width is 1 in. (25 mm) greater than the width of the pavement marking line as specified on the plans. The length of the groove shall be cut such that the pavement marking material can be applied meeting the installation requirements for the entire length of the marking material. Grooving between skip dashes will not be allowed. Grooves for letters, numbers and symbols shall be cut in a square or rectangular shape so that the entire marking will fit within the limits of the grooved area. The position of the edge of the grooves shall be a minimum of 4 in. (100 mm) from the edge of all longitudinal joints. The cutting head shall be operated at the appropriate speed in order to prevent undulation of the cutting head and grooving at an inconsistent depth. The depth of the groove shall be in accordance with the manufacturer's recommendations for the pavement marking material specified. In the absence of manufacturer recommendations, the entire thickness of the marking material shall be below the finished pavement elevation, but in no case shall the groove depth be greater than 200 mils.

At the start of grooving operations, a test section of 4 properly spaced skip dashes shall be installed and embedment measurements shall be made on each of the skip dashes. The individual depth measurements shall be within the allowable ranges according to this special provision. If it is determined the test section has not been grooved at the appropriate depth or texture or that deformation of the markings has occurred during the installation, adjustments shall be made to the cutting head or the installation procedure, and another test section of 4 skip dashes shall be installed and checked. This process shall continue until the test section meets the requirements of this special provision. Markings not meeting installation requirements shall be removed and then replaced using the pavement grooving procedure. No additional compensation will be allowed for the removal and replacement of markings not meeting installation requirements.

For new HMA pavements, grooves shall not be installed within 14 days of the placement of the final course of pavement.

Final Cleaning. Immediately prior to the application of the pavement marking material or primer sealer, the groove shall be cleaned with high-pressure air blasts.

Method of Measurement. This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).

(b) Measured Quantities. Grooves will be measured for payment in place in feet (meters) for the length of grooving with pavement marking material applied. Double grooves will be measured as two separate grooves. Grooving in excess of the applied marking material, including any transition lengths, will not be measured for payment.

Grooving for letters, numbers and symbols will be measured for payment in place in Square Feet (Square Meters).

Basis of Payment. This work will be paid for at the contract unit price per Foot (Meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified and per Square Foot (Square Meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS, NUMBERS AND SYMBOLS.

PCC QC/QA ELECTRONIC REPORTS SUBMITTAL

Effective April 26, 2013

Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

PCC AUTOMATIC BATCHING EQUIPMENT

Effective April 23, 2010

Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL)

This work shall consist of construction of combination concrete curb and gutter as shown on the plans.

This work shall be completed in accordance with Section 606 of the Standard Specifications.

This work will be paid for at the contract unit price per Foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL).

EROSION CONTROL CURB

This work shall consist of construction of all materials, labor and equipment necessary to construct erosion control curb in accordance with applicable sections of the Standard Specifications and as shown on the plans. The erosion control curb shall be made of the same material used for the adjacent temporary pavement, and shall be built integrally with the adjacent temporary pavement.

This work will be paid for at the contract unit price per Foot for EROSION CONTROL CURB.

Removal of EROSION CONTROL CURB will be paid for separately in accordance with Section 440 of the Standard Specifications.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications: The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General: This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District’s Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 3003-3 (Residence)

- Station 97+70 to Station 98+20 (US 24/IL 100), 0 to 40 feet RT (Residence, PESA site 3003-3, 619 S. Main Street, Lewiston) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, lead, and manganese.

Site 3003-4 (Residence)

- Station 98+20 to Station 98+60 (US 24/IL 100), 0 to 40 RT (Residence, PESA site 3003-4, 615 South Main Street, Lewistown) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)pyrene and lead.

Site 3003-5 (Garden Restaurant)

- Station 8+20 to Station 8+90 (West Avenue East), 0 to 30 feet RT (Garden Restaurant, PESA site 3003-5, 612 South Main Street, Lewistown) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)pyrene.
- Station 98+65 to Station 99+40 (US 24/IL 100), 0 to 50 feet LT (Garden Restaurant, PESA site 3003-5, 612 South Main Street, Lewistown) – This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)pyrene, lead and manganese.

Site 3003-6 (Commercial Business)

- Station 98+90 to Station 99+40 (US 24/IL 100), 0 to 65 feet RT (Commercial Building, PESA site 3003-6, 601 South Main Street, Lewistown) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance with Article 669.09. COC sampling parameters: benzo(a)pyrene, benzo(b)fluoranthene and manganese.
- Station 1+80 to Station 2+40 (East Avenue East, Lewistown), 0 to 45 feet RT (Commercial Building, PESA site 3003-6, 601 South Main Street, Lewistown) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance with Article 669.09. COC sampling parameters: manganese.

CONTRACT GUARANTEE

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.14.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.
2. The Contractor's written guarantee that, for a period of six (6) months after the date of final inspection of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
3. The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of 6 months after final inspection of the project.

SERVICE INSTALLATION, TYPE B

This work shall be in accordance with Section 805 and 1086 of the Standard Specifications except as modified herein.

The service installation shall include furnishing and installing a 25' treated wood pole for an overhead service drop, disconnect switch, and all associated appurtenances including a meter base if required by the utility company. The service disconnect shall be mounted on the wood pole.

Galvanized steel conduit shall be used for the service riser. The use of PVC conduit will not be allowed.

A rain tight hub assembly (Myers type) shall be used when conduit enters the switch from the top of the disconnect.

The service disconnect switch shall be a stainless steel, weatherproof NEMA 4X enclosure that meets the following specifications:

60-Ampere (250 V) Minimum Fused Disconnect Switch: Unless indicated otherwise on the plan sheets, the fused disconnect switch shall be single-throw, three-wire (two poles, two fuses, and solid neutral). The switch shall provide for locking the blades in either the "On" or "Off" position with one or two padlocks and for locking the cover in the closed position. The disconnect switch and fuse rating shall be rated at the voltage and amperage required to comply with utility company and equipment requirements. All fuses shall be provided with the disconnect installation.

The service disconnect shall be installed at a maximum height of 42".

The Department will furnish all padlocks.

Basis of Payment: This work shall be paid for at the contract unit price Each for SERVICE INSTALLATION, TYPE B which price shall be payment in full for all labor, equipment, and materials required to provide and install the electrical service installation described above, complete.

PHOTOCELL RELAY

This item consists of furnishing and installing a photocell relay as shown in the plans or as directed by the Engineer. The photocell relay shall be mounted to the side of the traffic signal controller cabinet. This pay item includes the photocell, lighting controller, all cable, conduit, ground rod, and all hardware required to complete the installation.

The relay cabinet shall be of unpainted sheet aluminum (no cast aluminum cabinets allowed), approximately 18" x 12" x 8" (L x W x D) outside dimensions. It shall have a continuous hinged sheet aluminum door with standard police lock and key. The cabinet shall include hangers, plates, and other hardware necessary for mounting. All conduit connections shall be in the bottom and consist of slip joints with insulated bushings. The assembly shall be weatherproof.

The two pole contactor shall be capable of carrying and controlling at least 30 amperes at 240 volts, 60 cycles of lighting load. The 120 volt operating coil shall close the contacts when energized at 96 volts or more and hold them close until the voltage drops below 72 volts.

The photocell relay shall include one 30 Amp two-pole main breaker to facilitate power turn off at the cabinet, two 20 Amp branch two-pole breakers for the lighting circuits, and one 15 Amp one-pole control circuit breaker. The photocell relay shall be equipped with additional surge suppression for the control circuit (photocell, selector switch, and contactor). The additional surge suppressor shall meet or exceed the following minimum specifications:

Peak Current (8x20us):	20,000 Amp
Occurrences:	20 times minimum @ peak current
Clamp Voltage:	340 volts @ 20kA (Tested with MAIN NEUTRAL strapped to ground)
Response Time:	voltage never exceeds 340 volts during surge
Series Inductance:	200uh
Continuous Service Current:	10 Amps Max (120 VAC, 60 Hz)
Temperature Range:	-40°C to +85°C

A three-position manual control switch shall be included with positions marked HAND, OFF, AUTO on an engraved plastic cover plate. It shall include a lightning surge protector or expulsion gaps designed to bypass lightning surges.

The equipment mounting panel shall be 1/4" Arboron Material and all power wiring shall be RHH/RHW 600V. The control circuit wiring shall be #12 MTW and all connector screws shall be painted white for neutral bus, green for ground bus. All control wiring shall be stranded and marked with brady markers.

The photocell shall be mounted on top of the lighting controller. The photocell shall have a hermetically sealed cadmium sulfide element arranged so that it can be adjusted to "turn on" at ± 1.5 0.5 foot-candles. "Turn-off" shall occur only after the light level has exceeded "turn-on" value by two or more foot-candles for not less than .10 seconds. The circuitry shall include surge protection, turn the lights on in case of failure, operate on any input voltage from 105 to 260 volts, and control 10 amperes at 120 volts. The case shall be weatherproof, made of glass or plastic and designed to plug into a locking type socket, NEMA 3-pin. The photocell shall be equipped with a time delay feature to prevent turn off.

The conduit shall enter the relay only at the bottom. Cable size shall be number 6.

Basis of Payment: This work will be paid for at the contract unit price Each for PHOTOCCELL RELAY which price shall be payment in full for all labor, materials, and equipment required to furnish and install the photo control relay, mounting hardware, conduit, wiring, and photoelectric cell.

ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C

This work shall be in accordance with the applicable Articles of Sections 801, 806, 873, 1076, and 1088 of the Standard Specifications with the following modifications:

This work shall consist of furnishing and installing a grounding wire to bond all traffic signal handholes (lids and rings), mast arm assemblies, posts, light poles, cabinets and exposed metallic conduits.

The Contractor shall attach the proposed ground wire to the proposed traffic structures to ground and safety bond them in accordance with NEC requirements. All labor, materials, and equipment required to bond the proposed structures (wire, clamps, hardware, etc.) shall be included in the bid price for this pay item.

The Contractor shall also be responsible for locating all handholes and uncovering them as required in order to facilitate the work.

The proposed ground wire shall be an insulated #6 XLP copper conductor with green insulation.

Basis of Payment: This work will be paid for at the contract unit price per Foot for ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C which price shall be payment in full for all labor, materials, and equipment required to provide the grounding cable described above.

HANDHOLE, PORTLAND CEMENT CONCRETE

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

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

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

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

Pre-cast handholes are not allowed.

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

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

DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE

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

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

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

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

Pre-cast handholes are not allowed.

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

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

FULL ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL

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

The cabinet and controller shall be compatible with an Econolite closed loop system and Aries remote monitoring software or with an Eagle closed loop system and Tactics MARC remote monitoring software.

The Contractor shall remove the existing traffic signal cabinet and deliver it to the IDOT Traffic Building located at 1025 West Detweiller Drive, Peoria, Illinois.

The traffic signal cabinet shall have a NEMA TS-2 back panel. The cabinet shall include a malfunction management unit to allow enhanced fault monitoring capabilities. The malfunction management unit shall support flashing yellow arrow operation and be a Reno A&E Model MMU-1600G equipped with a graphical display and Ethernet port or an EDI MMU2-16LEip with graphical display and Ethernet port.

The controller shall be an Econolite ASC/3-2100 NEMA TS-2 Type 2 controller equipped with a fiber optic telemetry module, Ethernet port, and data key or an Siemens EPAC M50 ATC TS-2 Type 2 controller equipped with a Linux processor, data key, USB ports, and fiber optic telemetry modem.

The malfunction management unit shall be equipped with the latest software and firmware revisions.

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

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

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

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

The traffic signal cabinets shall be equipped with two non GFCI duplex NEMA 5-15R receptacles to be used to provide power to auxiliary equipment.

The cabinet shall also be equipped with any and all other components necessary to provide for a complete and functional fiber optic telemetry.

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price Each for FULL ACTUATED CONTROLLER AND TYPE IV CABINET SPECIAL and shall be payment in full for all labor, materials, and equipment required to remove the existing traffic signal cabinet and furnish, install, and test the traffic signal cabinet described above, complete.

MASTER CONTROLLER (SPECIAL)

This work shall be in accordance with Sections 860, 1073, and 1074 of the Standard Specifications except as modified herein.

The master controller shall be compatible with the proposed traffic signal controllers and cabinets.

The master controller shall be either an Econolite ASC/2M-1000 master controller equipped with one RS-232 fiber optic telemetry board and an Ethernet port or an Eagle EPACM50 NEMA TS-2 Type 2 ATC controller equipped with MARC software, fiber optic telemetry module, Ethernet port, and data key.

The master controller shall be equipped with the latest firmware revisions and additional surge protection for the modem line and main power facility.

The additional surge protection shall be a Transtector SLN FX, ACP100 Series with Telephone Protection, or equivalent.

Basis of Payment: This work will be paid for at the contract unit price Each for MASTER CONTROLLER (SPECIAL) and shall be payment in full for all labor, materials, and equipment required to furnish, test, and install the equipment described above, complete.

INDUCTIVE LOOP DETECTOR

This work shall be in accordance with Sections 885 and 1079 of the Standard Specifications except as modified herein.

The detector amplifier shall be equipped with an LCD display that is capable of displaying the loop frequency and inductance and shall conform to the following specifications:

- Custom LCD displays complete status and function settings of the detector.
- All functions are programmable from the front panel LCD "Menu" - no removing of detector to change function settings.
- LCD displays loop frequency, loop inductance, & -L/L% values.
- LCD displays the accumulated number of loop failure incidents since the detector was last reset - helps diagnose intermittent systems.
- LCD bar graph displays loop inductance change to verify ideal sensitivity level setting.
- Selectable "Continuous-CALL" and "Channel-Off" to aid system troubleshooting.
- 8 loop frequencies and 9 levels of sensitivity.
- 2 Selectable modes of operation: Presence or Pulse.
- 255 second CALL Delay and 25.5 second Extension timers.
- 999 second Max. Presence Timer. NEMA TS 2 Status Output.
- EOG (end of green) reset synchronization for Max. Presence timer.
- Super bright LEDS indicate vehicle detection or loop failure.
- Environmentally sealed push button switches to insure trouble-free service.
- Phase Green (Delay Override) input.

The detector amplifier shall be equipped with relay or solid state outputs to ensure that the detectors fail in a constant call mode.

The RENO A&E Model C-1200 Series and EDI Oracle Series are currently approved for use within the District.

Basis of Payment: This work shall be paid for at the contract unit price Each for INDUCTIVE LOOP DETECTOR which price shall be payment in full for all labor, equipment, and materials required to supply and install the inductive loop detector described above, complete.

INDUCTIVE LOOP DETECTOR AMPLIFIER (SPECIAL)

This work shall be in accordance with Sections 885 and 1079 of the Standard Specifications except as modified herein.

The detector amplifier shall meet the following operational requirements:

- Differentiates bicycles from other vehicles.
- A special initial time for bicycles enables the intersection controller to operate at maximum efficiency.
- Bicycle Detect Only mode is useful for dedicated bicycle lanes. Large vehicles do not output a call.
- Audible detect signal (buzzer) simplifies verification of detector operation.
- Operates with recommended loop geometries.

The detector amplifier shall be equipped with an LCD display that is capable of displaying the loop frequency and inductance and shall conform to the following specifications:

- Custom LCD displays complete status and function settings of the detector.
- All functions are programmable from the front panel LCD "Menu" - no removing of detector to change function settings.
- LCD displays loop frequency, loop inductance, & -L/L% values.
- LCD displays the accumulated number of loop failure incidents since the detector was last reset - helps diagnose intermittent systems.
- LCD bar graph displays loop inductance change to verify ideal sensitivity level setting.
- Selectable "Continuous-CALL" and "Channel-Off" to aid system troubleshooting.
- 8 loop frequencies and 9 levels of sensitivity.
- 2 Selectable modes of operation: Presence or Pulse.
- 255 second CALL Delay and 25.5 second Extension timers.
- 999 second Max. Presence Timer. NEMA TS 2 Status Output.
- EOG (end of green) reset synchronization for Max. Presence timer.
- Super bright LEDS indicate vehicle detection or loop failure.
- Environmentally sealed push button switches to insure trouble-free service.
- Phase Green (Delay Override) input.

The detector amplifier shall be equipped with relay or solid state outputs to ensure that the detectors fail in a constant call mode.

The RENO A&E Model C-1200-B Series.

Basis of Payment: This work shall be paid for at the contract unit price Each for INDUCTIVE LOOP DETECTOR AMPLIFIER (SPECIAL) which price shall be payment in full for all labor, equipment, and materials required to supply and install the inductive loop detector described above, complete.

TRAFFIC SIGNAL LED MODULE SPECIFICATIONS

The material requirement shall be in accordance with Sections 880 and 1078 of the Standard Specifications except as modified herein.

The LED assemblies for the red, yellow, and green solid and arrow indications shall meet or exceed the following minimum specifications:

SOLID INDICATION LED MODULE SPECIFICATIONS

<u>Compliance:</u>	Fully compliant with ITE VTCSH LED Circular Signal Supplement specifications dated and adopted June 27, 2005
<u>Compliance Verification:</u>	Intertek ETL verified compliance – Product must be listed on the "Directory of LED Modules Certified Products" list located on the ETL website at http://www.intertek.com/lighting/performance-testing/traffic-signals/
<u>Diameter:</u>	12" (300mm)
<u>Lens:</u>	UV stabilized scratch resistant polycarbonate, tinted red or yellow, clear for green, uniform non-pixelated illumination, Incandescent Appearance
<u>LEDS:</u>	Hi-Flux
<u>Operating Temperature Range:</u>	-40°C to +74°C (-40°F to +165°F)
<u>Operating Voltage Range:</u>	80 to 135 V (60Hz AC)
<u>Power Factor (PF):</u>	> 90%
<u>Total Harmonic Distortion (THD):</u>	< 20%
<u>Minimum Voltage Turn-Off:</u>	35V
<u>Turn-On/Turn-Off Time:</u>	<75 ms
<u>Nominal Power:</u>	10.0 W (Red), 18.0W (Yellow), 12.5 W (Green)
<u>Nominal Wavelength:</u>	625-626 nm (Red), 589-590 nm (Yellow), 500-502 nm (Green)
<u>Minimum Maintained Intensity:</u>	365 Cd (Red), 910 Cd (Yellow), 475 Cd (Green)

Standard Conformance: FCC compliant for electrical noise, MIL-STD-810F for moisture resistance, MIL-STD-883 for mechanical vibration, NEMA TS2 Transient Voltage Protection

Warranty: Five-Year Replacement (materials, workmanship, and intensity)

ARROW INDICATION LED MODULE SPECIFICATIONS (RED, YELLOW, GREEN)

Compliance: Fully compliant with ITE VTCSH LED Vehicle Arrow Supplement specifications adopted July 1, 2007

Compliance Verification: Intertek ETL verified compliance – Product must be listed on the "Directory of LED Modules Certified Products" list located on the ETL website at <http://www.intertek.com/lighting/performance-testing/traffic-signals/>

Diameter: 12" (300mm)

Lens: Clear Frosted, UV stabilized scratch resistant polycarbonate, tinted red or yellow, clear for green, uniform non-pixelated illumination, incandescent appearance, omni-directional

LEDS: Hi-flux LEDs

Operating Temperature Range: -40°C to +74°C (-40°F to +165°F)

Operating Voltage Range: 80 to 135 V (60Hz AC)

Power Factor (PF): > 90%

Total Harmonic Distortion (THD): < 20%

Minimum Voltage Turn-Off: 35V

Turn-On/Turn-Off Time: <75 ms

Nominal Power: 5.0-7.0 W (Red), 6.0-12.5W (Yellow), 5.0-7.0 W (Green)

Nominal Wavelength: 625-628 nm (Red), 590 nm (Yellow), 500nm (Green)

Minimum Maintained Intensity: 56.8-58.4 Cd (Red), 141.6-146.0 Cd (Yellow), 73.9-76.0 Cd (Green)

Standard Conformance: FCC compliant for electrical noise, MIL-STD-810F for moisture resistance, MIL-STD-883 for mechanical vibration, NEMA TS2 Transient Voltage Protection

Warranty: Five-Year Replacement (materials, workmanship, and intensity)

ARROW INDICATION LED MODULE SPECIFICATIONS (YELLOW/GREEN DUAL MODE)

Diameter: 12" (300mm)

LEDS: Interconnected to minimize the effect of single LED failures

Lens: Clear UV stabilized scratch resistant polycarbonate, uniform non-pixelated illumination, incandescent appearance

Operating Temperature Range: -40°C to +74°C (-40°F to +165°F)

Operating Voltage Range: 80 to 135 V (60Hz AC)

Power Factor (PF): > 90%

Total Harmonic Distortion (THD): < 20%

Minimum Voltage Turn-Off: 35V

Turn-On/Turn-Off Time: <75 ms

Nominal Power: 8.0-10.0 W (Yellow), 8.0-10.0 W (Green)

Nominal Wavelength: 590-592 nm (Yellow), 505-508 nm (Green)

Minimum Maintained Intensity: 141.6-146.0 Cd (Yellow), 73.9-76.0 Cd (Green)

Standard Conformance: FCC compliant for electrical noise, MIL-STD-810F for moisture resistance, MIL-STD-883 for mechanical vibration, NEMA TS2 Transient Voltage Protection

Warranty: Five-Year Replacement (materials, workmanship, and intensity)

16" PEDESTRIAN LED MODULE SPECIFICATIONS (MAN/HAND WITH COUNTDOWN TIMER)

<u>Compliance:</u>	Fully compliant with ITE PTCSI Part-2 LED Pedestrian Traffic Signal Modules specification adopted August 4, 2010
<u>Compliance Verification:</u>	Intertek ETL verified compliance – Product must be listed on the "Directory of LED Modules Certified Products" list located on the ETL website at http://www.intertek.com/lighting/performance-testing/traffic-signals/
<u>Size:</u>	16" x 18"
<u>Configuration:</u>	Man/Hand Overlay with Countdown Timer
<u>Lens:</u>	UV stabilized scratch resistant polycarbonate, uniform non-pixelated illumination, incandescent appearance
<u>Operating Temperature Range:</u>	-40°C to +74°C (-40°F to +165°F)
<u>Operating Voltage Range:</u>	80 to 135 V (60Hz AC)
<u>Power Factor (PF):</u>	> 90%
<u>Total Harmonic Distortion (THD):</u>	< 20%
<u>Minimum Voltage Turn-Off:</u>	35V
<u>Turn-On/Turn-Off Time:</u>	<75 ms
<u>Nominal Power:</u>	6.0-9.0 W (Man), 7.0-9.0W (Hand), 5.0-8.0 W (Timer)
<u>Minimum Maintained Intensity:</u>	1,400 Cd (Hand), 1,400 Cd (Timer), 2,200 Cd (Man)
<u>Standard Conformance:</u>	FCC compliant for electrical noise, MIL-STD-810F for moisture resistance, MIL-STD-883 for mechanical vibration, NEMA TS2 Transient Voltage Protection
<u>Warranty:</u>	Five-Year Replacement (materials, workmanship, and intensity)

SIGNAL HEAD, LED

This work shall be in accordance with Sections 880 and 1078 of the Standard Specifications except as modified herein.

The traffic signal heads shall consist of 12" polycarbonate sections and shall be equipped with LED assemblies for all red bulb, yellow bulb, green bulb, red arrow, yellow arrow, and green arrow indications.

The Contractor shall remove the existing traffic signal heads complete with backplates and bracketing and dispose of them off of the right of way. Prior to disposal, the Contractor shall remove all LED modules and recycle them at a certified electronics recycling facility.

The traffic signal heads shall have a yellow finish with yellow doors and tunnel visors.

The LED signal faces shall be equipped with spade connectors and connected to the traffic signal head terminal block.

The LED modules shall conform to the specifications listed under the section TRAFFIC SIGNAL LED MODULE SPECIFICATIONS.

All costs associated with furnishing and installing new signal head bracketing shall be included in the cost of this pay item. The Contractor shall minimize the total number of holes drilled in a mast arm to no more than three.

Basis of Payment: This work will be paid for at the contract unit prices Each for SIGNAL HEAD, LED of the type specified and will be payment in full for all labor, equipment, and materials required to remove the existing signal heads and bracketing and furnish and install traffic signal heads equipped with LED indications and new bracketing as described above, complete.

PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED

This work shall be in accordance with Section 881 and 1078 of the Standard Specifications except as modified herein.

The pedestrian signal head shall consist of a single 16" polycarbonate section and shall be equipped with an overlaid LED indication with countdown timer (Walking Person/Upraised Hand).

The traffic signal head shall have a yellow finish with black doors and tunnel visors.

The LED signal faces shall be equipped with spade connectors and connected to the traffic signal head terminal block.

Basis of Payment: This work will be paid for at the contract unit prices Each for PEDESTRIAN SIGNAL HEAD, LED, 2-FACE, BRACKET MOUNTED and will be payment in full for all labor, equipment, and materials required to provide and install the pedestrian traffic signal heads equipped with LED indications described above, complete.

PEDESTRIAN PUSHBUTTON

This work shall be in accordance with Sections 888 and 1074 of the Standard Specifications except as modified herein.

The Contractor shall install the proposed pedestrian pushbuttons and signs on the proposed traffic signal mast arms and posts. The proposed pedestrian pushbuttons and signs shall be installed so that the arrow on the sign corresponds to the associated street crossing and crosswalk.

All pedestrian pushbuttons shall have a round case and be equipped with a 2" diameter mushroom head for easy access.

The following models are approved for use within District Four:

- ◆ Polara, BullDog with momentary LED Indicator with audible buzzer, Round, Yellow Housing, Model (BDLL2-B)
- ◆ Campbell 4EVR, with momentary LED Indicator with audible buzzer, Round, Yellow Housing

The pedestrian pushbutton installation shall include all crossing signs and hardware required to mount the pedestrian pushbutton. All hardware shall be of stainless steel construction. All bolts shall be 1/4" Hex Head and no self tapping/drilling screws will be allowed.

The following pedestrian pushbutton signs currently meet Department Specifications: Pelco, Models SF-1013-08, SF-1014-08 or approved equivalent.

Basis of Payment: This work shall be paid for at the contract unit price each for PEDESTRIAN PUSHBUTTON and shall be payment in full for all labor, equipment, and materials required to furnish and install the proposed pedestrian pushbuttons and signs described above, complete.

TRAFFIC SIGNAL BACKPLATE, RETROREFLECTIVE

This work shall be in accordance with Sections 882 and 1078 of the Standard Specifications except as modified herein.

The traffic signal backplates shall be of the same material as the traffic signal heads as specified on the plans.

A three (3) inch wide strip of reflective sheeting shall be applied to the outside perimeter of the face of the backplates. The reflective tape shall be fluorescent yellow in color and shall consist of type AZ sheeting.

Basis of Payment: This work will be paid for at the contract unit price Each for TRAFFIC SIGNAL BACKPLATE, RETROREFLECTIVE and shall be payment in full for all labor, materials, and equipment required to furnish and install a traffic signal backplate with reflective tape as described above, complete.

TRAFFIC SIGNAL BATTERY BACKUP SYSTEM

The following models of Battery Backup Systems are approved for use within District Four:

Alpha Technologies Novus XFM 1100 (with standard IDOT cabinet or Alpha Technologies Side Mount 6 Integrated BBS Cabinet)

Techpower Development DBL 1000MX

Sensata Technologies, Dimensions W Series Traffic UPS, 1100 Watts

The Contractor shall be responsible for providing Battery Backup Systems that are sized appropriately for the intersection load. The total system load shall not exceed the manufacturer's specifications.

The battery backup systems for the existing traffic signal cabinets shall be installed as shown on the plan detail sheets and as follows:

- A separate circuit breaker shall be installed in the battery backup system cabinet (or in the traffic signal cabinet). The circuit breaker shall be rated equivalent to the main power circuit breaker rating in the existing traffic signal cabinet. The Contractor shall install #6 wiring from the test circuit breaker to the line voltage in the traffic signal cabinet. The circuit breaker shall be used to shut off the incoming utility power to test the battery backup system.
- The cabinet light, ventilation fans, heater strips, and service receptacle shall be wired to a separate circuit that will not be powered by the battery backup system.
- A hole of sufficient size for the cables will be drilled into the side of the cabinet to accommodate the battery backup system cables and harnesses from the BBS cabinet. The hole shall be free of sharp edges and equipped with a plastic or rubber grommet.
- The fail safe automatic by-pass switch and blue indicator light shall be installed in the battery backup cabinet (or in the existing traffic signal cabinet).

GENERAL REQUIREMENTS: The Battery Back-up System (BBS) shall include, but not be limited to the following: inverter/charger, power transfer relay, batteries, battery cabinet, a separate failsafe automatic bypass switch and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal in the event of a power failure or interruption. The transfer from utility power to battery power and vice versa shall not interfere with the normal operation of traffic controller, conflict monitor/malfunction management unit or any other peripheral devices within the traffic controller assembly.

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

All Battery Backup Systems shall include four batteries.

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

The BBS shall conform to the following specifications:

1.1 OPERATION

- 1.1 The BBS shall be on line and provide voltage regulation and power conditioning when utilizing utility power.
- 1.2 The BBS shall provide a minimum two (2) hours of full run-time operation and four (4) hours all-red flash operation for an "LED-only" intersection (minimum 1000W/1000VA active output capacity, with 80% minimum inverter efficiency).
- 1.3 The maximum transfer time from loss of utility power to switchover to battery backed inverter power shall be 150 milliseconds.
- 1.4 The BBS shall provide the user with 4-sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel-mounted terminal block, rated at a minimum 120V/1A, and labeled so as to identify each contact. For typical configuration, see the plan detail sheet.
- 1.5 A first set of NO and NC contact closures shall be energized whenever the unit switches to battery power. Contact shall be labeled or marked "On Batt."
- 1.6 The second set of NO and NC contact closures shall be energized whenever the battery approaches approximately 40% of remaining useful capacity. Contact shall be labeled or marked "Low Batt."

- 1.7 The third set of NO and NC contact closures shall be energized two hours after the unit switches to battery power. Contact shall be labeled or marked "Timer."
- 1.8 The fourth set of NO and NC contact closures shall be energized in the event of inverter/charger failure, battery failure or complete battery discharge. Contact shall be labeled or marked "BBS Fail or Status."
- 1.9 A surge suppression unit shall be provided for the output power if available as an option by the BBS manufacturer.
- 1.10 Operating temperature for both the inverter/power transfer relay and failsafe automatic bypass switch shall be -37°C to $+74^{\circ}\text{C}$.
- 1.11 The Power Transfer Relay shall be rated at 240VAC/30AMPS minimum and failsafe automatic bypass switch shall be rated at 240VAC/20 amps, minimum.
- 1.12 The fail-safe automatic bypass switch shall be wired to provide power to the BBS when the switch is set to bypass.
- 1.13 The BBS shall use a temperature-compensated battery charging system. The charging system shall compensate over a range of $2.5 - 4.0 \text{ mV}/^{\circ}\text{C}$ per cell.
- 1.14 The temperature sensor shall be external to the inverter/charger unit. The temperature sensor shall come with 2 meters (6' - 6") of wire.
- 1.15 Batteries shall not be recharged when battery temperature exceeds $50^{\circ}\text{C} \pm 3^{\circ}\text{C}$.
- 1.16 BBS shall bypass the utility line power whenever the utility line voltage is outside of the following voltage range: 100VAC to 130VAC ($\pm 2\text{VAC}$).
- 1.17 When utilizing battery power, the BBS output voltage shall be between 110 VAC and 125 VAC, pure sine wave output, $\pm 3\%$ THD, $60\text{Hz} \pm 3\text{Hz}$.
- 1.18 BBS shall be compatible with Illinois DOT's traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.
- 1.19 When the utility line power has been restored at above 105 VAC ± 2 VAC for more than 30 seconds, the BBS shall dropout of battery backup mode and return to utility line mode.
- 1.20 When the utility line power has been restored at below 125VAC ± 2 VAC for more than 30 seconds, the BBS shall dropout of battery backup mode and return to utility line mode.
- 1.21 BBS shall be equipped to prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

- 1.22 In the event of inverter/charger failure, battery failure or complete battery discharge, the power transfer relay shall revert to the NC state, where utility line power is reconnected to the cabinet. The BBS shall always revert back to utility line power and shall be designed to revert back to utility line power in the event of a BBS fault condition.
- 1.23 Recharge time for the battery, from "protective low-cutoff" to 80% or more of full battery charge capacity, shall not exceed twenty (20) hours.
- 1.24 When the intersection is in battery operation, the BBS shall bypass all internal cabinet lights, ventilation fans, heater strips, and service receptacles.
- 1.25 The fail-safe automatic bypass switch shall be wired to provide power to the BBS when the switch is set to bypass.
- 1.26 A blue LED indicator light shall be mounted on the front of the traffic signal cabinet or on the side of the BBS cabinet facing traffic and shall turn on to indicate when the cabinet power has been disrupted and the BBS is in operation. The light shall be a minimum 1" diameter, be viewable from the driving lanes, and shall be large enough and visible enough to be seen from 200 ft. away.
- 1.27 All 36 volt and 48 volt systems shall include an external component that monitors battery charging to ensure that every battery in the string is fully charged. The device shall compensate for the effects of adding a new battery to an existing battery system by ensuring that the charge voltage is spread equally across all batteries. All cables, harnesses, cards, and other components that are required to provide the functionality described above shall be included in the unit bid price for the battery backup system. The following products are currently approved for use within District Four: Alpha Technologies: AlphaGuard with Charge Management Technology Module and Approved Equivalent.
- 1.28 The BBS shall be equipped with an integrated safety switch that will interrupt inverter output power in the event of a cabinet knockdown. The safety switch may be either internal to the inverter/charger or externally mounted inside of the BBS cabinet. The safety switch shall be designed to interrupt output power in the event that the charger/inverter is tilted more than twenty degrees on any axis. The switch shall be mechanically latching to ensure that power is not automatically restored to the BBS until the charger/inverter has been "reset". The switch shall also be resettable and reusable unless it has been physically damaged.

2.0 MOUNTING AND CONFIGURATION

2.1 GENERAL

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

2.3 (Reserved).

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

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

2.6 All necessary hardware for mounting (shelf angles, rack, etc.) shall be included in the bid price of the BBS. The swing-trays shall be screwed to the Type IV or Type V NEMA cabinets using continuous stainless steel or aluminum piano hinge. All bolts/fasteners and washers shall be ½" diameter galvanized or stainless steel.

3.0 EXTERNAL BATTERY CABINET

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

3.2 Inverter/Charger and Power Transfer Relay shall be installed inside the external battery cabinet and the failsafe automatic bypass switch shall be installed inside the existing traffic signal cabinet or proposed battery backup cabinet.

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

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

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

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

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

- 3.8 The external battery cabinet shall be ventilated through the use of louvered vents (2), filters, and one thermostatically controlled fan as per NEMA TS 2 Specifications. The cabinet shall include a cleanable or replaceable cabinet filter.
- 3.9 External battery cabinet fan shall be AC operated from the same line output of the bypass Switch that supplies power to the Type IV or Type V Cabinet.
- 3.10 The BBS with external battery cabinet shall come with all bolts, conduits and bushings, gaskets, shelves, and hardware needed for mounting. The external battery cabinet shall have a hinged door opening to the entire cabinet. The cabinet shall include a bottom constructed from the same material as the cabinet.
- 3.11 The external cabinet shall be equipped with a power receptacle to accommodate the inverter/charger. The receptacle shall be wired to the line output of the manual bypass switch.
- 4.0 MAINTENANCE, DISPLAYS, CONTROLS AND DIAGNOSTICS
- 4.1 The BBS shall include a display and /or meter to indicate current battery charge status and conditions.
- 4.2 The BBS shall have lightning surge protection compliant with IEEE/ANSI C.62.41.
- 4.3 The BBS shall be equipped with an integral system to prevent battery from destructive discharge and overcharge.
- 4.4 The BBS and batteries shall be easily replaced with all needed hardware and shall not require any special tools for installation.
- 4.5 The BBS shall be equipped with a RS-232 port.
- 4.6 The BBS shall include a resettable front-panel event counter display to indicate the number of times the BBS was activated and a front-panel hour meter to display the total number of hours the unit has operated on battery power.
- 4.7 Manufacturer shall include two (2) sets of equipment lists, operation and maintenance manuals, and board-level schematic and wiring diagrams of the BBS, and the battery data sheets. Manufacturer shall include any software needed to monitor, diagnose, and operate the BBS. The manufacturer shall include any required cables to connect to a laptop computer.
- 4.8 The BBS shall include a data cable for the serial connection to the RS232 port and diagnostic software if it is available as an option with the unit (only two cables required for project).
- 4.9 One copy of the owner/maintenance manuals shall be provided with the BBS.

4.1 BATTERY SYSTEM

- 4.2 Individual batteries shall be 12V type and shall be easily replaced and commercially available off the shelf.
- 4.3 The batteries shall be premium gel type with a 5 year full replacement warranty.
- 4.4 Batteries used for BBS shall consist of a minimum of four (4) to eight (8) batteries with a cumulative minimum rated capacity of 240 amp-hours.
- 4.5 Batteries shall be deep cycle, completely sealed, silver alloy VRLA (Valve Regulated Lead Acid) requiring no maintenance with maximum run time.
- 4.6 Batteries shall be certified by the manufacturer to operate over a temperature range of – 40°C to +71°C.
- 4.7 The batteries shall be provided with appropriate interconnect wiring and corrosion-resistant mounting trays and/or brackets appropriate for the cabinet into which they will be installed.
- 4.8 Batteries shall indicate maximum recharge data and recharging cycles.
- 4.9 Battery interconnect wiring shall be via modular harness. Batteries shall be shipped with positive and negative terminals pre-wired with red and black cabling that terminates into a typical power-pole style connector. Harness shall be equipped with mating power-pole style connectors for batteries and a single, insulated plug-in style connection to inverter/charger unit. Harness shall allow batteries to be quickly and easily connected in any order and shall be keyed and wired to ensure proper polarity and circuit configuration.
- 4.10 Battery terminals shall be covered and insulated so as to prevent accidental shorting.

6.0 QUALITY ASSURANCE

- 6.1 BBS shall be manufactured in accordance with a manufacturer quality assurance (QA) program. The QA program shall include two types of quality assurance: (1) Design quality assurance and (2) Production quality assurance. The production quality assurance shall include statistically controlled routine tests to ensure minimum performance levels of BBS units built to meet this specification and a documented process of how problems are to be resolved.
- 6.2 QA process and test results documentation shall be kept on file for a minimum period of seven years.
- 6.3 Battery Backup System designs not satisfying design qualification testing and the production quality assurance testing performance requirements described below shall not be labeled, advertised, or sold as conforming to this specification.

7.0 DESIGN QUALIFICATION TESTING

- 7.1 The manufacturer, or an independent testing lab hired by the manufacturer, shall perform design Qualification Testing on new BBS designs, and when a major design change has been implemented on an existing design. A major design change is defined as a design change (electrical or physical) which changes any of the performance characteristics of the system, or results in a different circuit configuration.
- 7.2 Burn In. The sample systems shall be energized for a minimum of 5 hours, with full load of 700 watts, at temperatures of +74°C and -37°C., excluding batteries, before performing any design qualification testing.
- 7.3 Any failure of the BBS, which renders the unit non-compliant with the specification after burn-in, shall be cause for rejection.
- 7.4 For Operational Testing, all specifications may be measured including, but not limited to:
- 7.5 Run time while in battery backup mode, at full load.
- 7.6 Proper operation of all relay contact closures ("On-Batt", "Low-Batt", "Timer" and "BBS-Fail").
- 7.7 Inverter output voltage, frequency, harmonic distortion, and efficiency, when in battery backup mode.
- 7.8 All utility mode – battery backup mode transfer voltage levels. See Section 1 Operation.
- 7.9 Power transfer time from loss of utility power to switchover to battery backed inverter power.
- 7.10 Backfeed voltage to utility when in battery backup mode.
- 7.11 IEEE/ANSI C.62.41 compliance.
- 7.12 Battery charging time.
- 7.13 Event counter and runtime meter accuracy.

8.0 PRODUCTION QUALITY CONTROL TESTING

- 8.1 Production Quality Control tests shall consist of all of the above listed tests and shall be performed on each new system prior to shipment. Failure to meet requirements of any of these tests shall be cause for rejection. The manufacturer shall retain test results for seven years.
- 8.2 Each BBS shall be given a minimum 100-hour burn-in period to catch any premature failures.

8.3 Each system shall be visually inspected for any exterior physical damage or assembly anomalies. Any defects shall be cause for rejection.

9.0 WARRANTY

9.1 Manufacturers shall provide a minimum Two-Year (2) Factory-Repair Warranty for parts and labor on the BBS from date of acceptance by the State. Batteries shall be warranted for full replacement for five (5) years from date of purchase. The warranty shall be included in the total bid price of the BBS.

9.2 The Contractor shall furnish a warranty certificate for each Battery Backup System that includes the equipment description and details, serial numbers, effective dates, and the details of the warranty regarding materials and labor. The warranty period shall begin on the date of installation and the warranty certificate shall reflect this date.

Basis of Payment: The above work will be paid for at the contract unit price Each for TRAFFIC SIGNAL BATTERY BACKUP SYSTEM shall be payment in full for all labor, materials, and equipment required to provide, install, and test the battery backup system described above, complete.

CLOSED-CIRCUIT TELEVISION DOME CAMERA, IP BASED

Description. This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera brackets, and all other items required for installation and operation. This assembly shall contain all components identified in the Materials Section and shall be configured as indicated on the plan sheets.

Materials. The CCTV camera shall be an Axis Model Q6042-E Dome Camera Assembly for integration into the existing ITS system.

The Contractor shall provide all materials required to install the proposed camera on the proposed combination mast arm assembly as shown on the plan sheets.

The Contractor shall submit catalog cut sheets to the Department for all items (mounting brackets, hardware, etc.) that will be utilized for review prior to commencing work.

The Department will program the cameras.

The camera shall meet or exceed the following specifications:

CAMERA

VIDEO: 60 Hz (NTSC), 50 Hz (PAL)

IMAGE SENSOR: ¼" ExView HAD Progressive Scan CCD

LENS: 3.4 – 119 mm, F1.4 – 4.2, autofocus, automatic day/night, horizontal angle of view: 1.7° - 55.8°

MINIMUM ILLUMINATION: Color: 0.5 lux at 30 IRE, B/W: 0.008 lux at 30 IRE

SHUTTER TIME: NTSC: 1/30 000 s – 0.5 s, PAL: 1/30 000 s – 1.5 s

PAN/TILT/ZOOM: E-flip, 100 preset positions
Pan: 360° endless, 0.05 – 450°/s
Tilt: 220°, 0.05 – 450°/s
Zoom: 35x optical zoom and 12x digital zoom, total 420x zoom
Guard tour
Control queue

VIDEO

VIDEO COMPRESSION: H.264 (MPEG-4 Part 10/AVC), Motion JPEG

RESOLUTIONS: NTSC: 704x480 to 176x120, PAL: 704x576 to 176x144

FRAME RATE (H.264): Up to 30/25 (NTSC/PAL) fps in all resolutions

FRAME RATE (M-JPEG): Up to 30/25 (NTSC/PAL) fps in all resolutions

VIDEO STREAMING: Multi-stream H.264 and Motion JPEG: 3 simultaneous, individually configured streams in max. resolution at 30/25 (NTSC/PAL) fps; more streams if identical or limited in frame rate/resolution; Controllable frame rate and bandwidth; VBR/CBR H.264

IMAGE SETTING: Wide Dynamic Range (WDR), Electronic Image Stabilization (EIS), manual shutter time, compression, color, brightness, contrast, sharpness, rotation, aspect ratio correction, Text and image overlay, privacy mask, image freeze on PTZ

NETWORK

SECURITY: Password protection, IP address filtering, HTTPS* encryption, IEEE 802.1X* network access control, digest authentication, user access log

PROTOCOLS: IPv4/v6, HTTP, HTTPS*, QoS Layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS

SYSTEM INTEGRATION

APPLICATION PROG INTERFACE:	Open API for software integration, including VAPIX® from Axis Communications available at www.axis.com
INTELLIGENT VIDEO:	Video motion detection, auto-tracking
ALARM TRIGGERS:	Intelligent video, PTZ position
ALARM EVENTS:	File upload via FTP, HTTP and email, Notification via email, HTTP and TCP PTZ position, Local storage
VIDEO BUFFER:	56 MB pre- and post-alarm

GENERAL

CASING:	IP66-rated, metal casing (aluminum), acrylic (PMMA) clear dome cover pre-mounted to casing, sunshield (polycarbonate)
PROCESSORS: AND MEMORY	ARTPEC-3, 128 MB RAM, 128 MB Flash
POWER CAMERA:	High Power over Ethernet, max. 50 W, Midspan (included): AXIS T8124 High Power over Ethernet, Midspan 1-port 100-240 V AC, max. 60 W
CONNECTORS:	RJ-45 for 10BASE-T/100BASE-TX, IP66-rated RJ-45 connector kit included
LOCAL STORAGE:	SD/SDHC memory card slot (Card is not included)
OPERATING CONDITIONS:	Camera unit: -40°C to 50°C (-40°F to 122°F), Arctic Temperature Control enables camera start-up at temperatures as low as -40 °C (-40 °F)
APPROVALS:	EN 55022 Class B, EN 55024, EN 61000-3-2, EN 61000-3-3, EN61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class B, VCCI Class B, C-tick AS/NZS CISPR22, ICES-003 Class B, EN 60950-1, Midspan: EN 60950-1, GS, UL, cUL, CE
WEIGHT	3.5 kg (7.7 lb.)
INCLUDED	AXIS T8124 High PoE Midspan 1-port, IP66-rated RJ-45
ACCESSORIES:	connector kit, clear and smoked dome cover, sunshield, Installation Guide, CD with User's Manual, recording software, installation and management tools, Windows decoder 1-user license

ENVIRONMENTAL ENCLOSURE/HOUSING

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed enclosure. If the option exists in the standard product line of the manufacturer, the assembly shall be supplied with an integral sun shield. The enclosure shall be fully water and weather resistant with a NEMA 4 Rating or better.

The camera dome shall be constructed of distortion free acrylic or equivalent material that must not degrade from environmental conditions. The environmental housing shall include a camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector. An integral fitting compatible with a standard 1-1/2 in (38.1 mm) NPT pipe, suitable for outdoor pendant mounting shall also be provided.

The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall turn on when the temperature within the enclosure falls below 40°F (4.4°C). The heater shall turn off when the temperature exceeds 60°F (15.6°C). The heater will minimize internal fogging of the dome faceplate when the assembly is operated in cold weather.

In addition, a fan shall be provided as part of the enclosure. The fan will provide airflow to ensure effective heating and to minimize condensation.

The enclosure shall be equipped with a hermetically sealed, weatherproof connector, located near the top for external interface with power, video, and control feeds.

CCTV DOME CAMERA MOUNTING SUPPORTS

The Contractor shall furnish and install an Axis Pole Mount Bracket T91A67 (Part Number 5017-671) for camera installation on traffic signal mast arms and CCTV camera poles and stainless steel banding as required.

Mounting supports shall be configured as shown on the camera support detail plans and as approved by the Engineer. Mount shall be of aluminum construction with enamel or polyester powder coat finish. Braces, supports, and hardware shall be stainless steel. Wind load rating shall be designed for sustained gusts up to 90 mph (145 km/hr), with a 30% gust factor. Load rating shall be designed to support up to 75 lbs. (334 N). For roof or structural post/light pole mounting, mount shall have the ability to swivel inward for servicing. The mounting flange shall use standard 1-1/2 inch (38.1 mm) NPT pipe thread.

Connecting Cables

The Contractor shall provide outdoor rated, gel-filled CAT 5E cable. The cable shall be terminated using the IP66 rated RJ-45 connector on the camera end and a standard RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination. The cable will be paid for separately under the pay item for CAT 5 ETHERNET CABLE.

CONSTRUCTION REQUIREMENTS

General

The Contractor shall prepare a shop drawing detailing the complete CCTV Dome Camera Assembly and installation of all components to be supplied for approval of the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components.

The Contractor shall install the CCTV dome camera assembly at the locations indicated in the Plans. The CCTV Dome Camera Assembly shall be mounted on a pole, wall, or other structure.

Testing

The Contractor shall test each installed CCTV Dome Camera Assembly. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of Pan, Tilt, Zoom, Focus and Iris adjustments, using both the manual control and presets. The Contractor shall maintain a log of all testing and the results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

Method of Measurement. The closed circuit television dome camera bid item will be measured for payment by the actual number of CCTV dome camera assemblies furnished, installed, tested, and accepted.

Basis of Payment. Payment will be made at the contract unit price for Each CLOSED CIRCUIT TELEVISION DOME CAMERA, IP BASED including all equipment, material, testing, documentation, and labor detailed in the contract documents for this bid item.

CAT 5 ETHERNET CABLE

This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing an outdoor rated CAT5E cable in conduits, handholes, and poles.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed For Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Unshielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant

Basis of Payment: This work will be paid for at the contract unit price per Foot for CAT 5 ETHERNET CABLE, which shall be payment in full for all labor, equipment, and materials required to provide and install the cable described above, complete.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

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

The Contractor shall remove the following items:

<i>Removal Items</i>	US 24/IL 97 (Ave. E) & US 24/IL 97/IL 100 (Main St.)
Steel Mast Arm Assembly and Pole	2
Steel Combination Mast Arm Assembly and Pole with Luminaire	2
Controller Cabinet	1
Traffic Signal Post and Base	1
Signal Head, 1 Face, 3 Section, Mast Arm Mounted	8
Electric Service Installation	1
Electric Cable	ALL

The above list should represent an accurate listing of removal items, however, it is the Contractor's responsibility to verify all quantities prior to bidding. There will be no additional compensation.

The Contractor shall deliver the controller cabinet and contents to the IDOT traffic building located at 6515 W. US Route 150, Edwards. The Contractor shall notify Paul Grant, Traffic Signal Technician, at (309) 671-4464 a minimum of forty eight hours prior to delivery.

The Contractor shall dispose of all remaining items off of the right of way and reflect the salvage value of the material in the contract bid price.

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

LUMINAIRE, LED, HORIZONTAL MOUNT, OF THE WATTAGE SPECIFIED

Description: This work consists of furnishing all materials, equipment, and labor necessary to install Light-Emitting Diode (LED) luminaires as shown on the plans, in accordance with the applicable requirements of Section 821 of the Standard Specifications for Road and Bridge Construction, and as specified herein.

General: The luminaire shall be assembled in the continental U.S.A. and shall be assembled by and manufactured by the same Manufacturer. Quick connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device, and optical assembly for easy removal. The quick connect/disconnect plugs shall be operable without the use of tools and while wearing insulated gloves. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall meet the material requirements of the Restriction of Hazardous Substances (RoHS) Directive 2011/65/EU.

Manufacturer Experience. The luminaire shall be designed to be incorporated into a lighting system with an expected 30-year lifetime. The luminaire Manufacturer shall have a minimum of 30 years' experience manufacturing High Intensity Discharge (HID) roadway luminaires and shall have a minimum of 5 years' experience manufacturing LED roadway luminaires. The Manufacturer shall have a minimum of 5,000 total LED roadway luminaires installed on a minimum of 30 separate installations, all within the continental U.S.A.

Housing: The housing shall be designed to ensure maximum heat dissipation and to prevent the accumulation of water, ice, dirt and debris. A passive cooling method with no moving or rotating parts shall be employed for heat management. The effective projected area of the luminaire shall not exceed 1.4 sq. ft. The total weight of the luminaire(s) and accessories shall not exceed 75 pounds. Wiring within the electrical enclosure shall be rated at 600 V, 221°F (105°C) or higher.

Finish. Painted or finished luminaire surfaces exposed to the environment, shall exceed a rating of six according to ASTM D1654 after 1000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing.

Attachment. The luminaire shall slip-fit on a mounting arm with a 2 in. (5 cm) diameter tenon [2.375 in. (6 cm) outer diameter], and shall have a barrier to limit the amount of insertion. The luminaire shall be provided with a leveling surface and shall be capable of being tilted ± 5 degrees from the axis of attachment in not more than 2.5 degree increments and rotated to any degree with respect to the supporting arm.

Receptacle. The luminaire shall include a fully prewired, 7-pin twist lock ANSI C136.41 compliant receptacle. Unused pins shall be connected as directed by the Manufacturer and as approved by the Engineer. A shorting cap shall be provided with the luminaire.

Vibration Characteristics. All luminaires shall pass ANSI C136.31 requirements. Roadway luminaires mounted on a bridge and high mast luminaires shall be rated for "3G" peak acceleration. Vibration testing shall be run using the same luminaire in all three axes.

Labels and Decals. All luminaires shall have external labels in compliance with the latest version of ANSI C136.15 and internal labels in compliance with the latest version of ANSI C136.22.

The luminaire shall be listed for wet locations by a Nationally Recognized Testing Laboratory (NRTL) as defined by OSHA and shall be in compliance with UL 8750 and UL 1598. It shall be identified as such by the holographic UL tag/sticker on the inside of the luminaire.

Hardware. All external fasteners shall be stainless steel. All hardware shall have corrosion resistance.

Optical Assembly: The LED optical assembly, consisting of LED packages, shall have a minimum Ingress Protection rating of IP66 according to ANSI/IEC 60529. Circuiting shall be designed to minimize the impact of individual LED failures on the operation of the other LEDs.

The optical assembly shall utilize high brightness, long life, minimum 70 color rendering index (CRI), 4,000 K color temperature (± 300 K) LEDs binned according to ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass. Provisions for house-side shielding shall be provided when specified.

Lumen depreciation at 50,000 hours of operation shall not exceed 15% of initial lumen output at the specified LED drive current and an ambient temperature of 77°F (25°C).

The assembly shall have individual serial numbers or other means for Manufacturer tracking.

Photometric Performance: The classification of LED luminaires shall be as follows:

VLW – Wattages ≤ 100 , minimum delivered lumens 5,000,
LW – Wattages 101 - 200, minimum delivered lumens 10,000,
MW – Wattages 201 - 300, minimum delivered lumens 20,000,
HW – Wattages 301 - 400, minimum delivered lumens 30,000,
VHW – Wattages ≥ 401 , minimum delivered lumens 40,000.

VLW= very low watt, LW = low watt, MW = medium watt, HW = high watt, and VHW = very high watt luminaire. Luminaires with lumens below the stated minimums will not be accepted.

Testing. Luminaires shall be tested according to IES LM-79. The laboratory performing this test shall hold accreditation from the National Voluntary Laboratory Accreditation Program (NVLAP) under NIST. Submitted reports shall have a backlight, upright, and glare (BUG) rating according to IESNA TM-15 including a luminaire classification system graph with both the recorded lumen value and percent lumens by zone.

Lumen maintenance shall be measured for the LEDs according to LM-80, or when available for the luminaires according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000 hour reports shall be provided for luminaires where those tests have been completed.

Thermal testing shall be provided according to UL 1598. The luminaire shall start and operate in the ambient temperature range specified. The maximum rated case temperature of the driver, LEDs, and other internal components shall not be exceeded when the luminaire is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces such as heat sink fins shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted when available to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the luminaire is operated with the heat sink filled with debris.

Calculations. Complete point-by-point luminance and veiling luminance calculations as well as listings of all indicated averages and ratios as applicable shall be provided according to IES RP-8 recommendations. Lighting calculations shall be performed using AGi32 software with calculations performed to two decimal places (i.e. x.xx cd/m²). Calculation results shall demonstrate that the submitted luminaire meets the lighting metrics specified in the project Luminaire Performance Tables (see exhibit B). Scotopic or mesopic factors will not be allowed.

Lumen Maintenance Projection. The LEDs shall have long term lumen maintenance documented according to IESNA TM-21, or when available for the luminaires according to IESNA TM-28. The submitted calculations shall incorporate an in situ temperature measurement test (ISTMT) and LM-80 data with TM-21 inputs and reports according to the TM-21 calculator, or when available ISTMT and LM-84 data with TM-28 inputs and reports according to the TM-28 calculator. Ambient temperature shall be 77°F (25°C).

Driver: The driver for the luminaire shall be integral to the unit. It shall be mounted in the rear of the luminaire on the inside of a removable door or on a removable mounting pad. The removable door or pad shall be secure when fastened in place and all individual components shall be secured upon the removable element. Each component shall be readily removable from the removable door or pad for replacement.

Circuit Protection. Shall tolerate indefinitely open and short circuit output conditions without damage.

Ingress Protection. IP66 rating.

Input Voltage. Shall be suitable for operation over a range of 120 to 277 volts or 347 to 480 volts as required by the system operating voltage.

Operating Temperature. Operating ambient temperature range of -40°F to 104°F (-40°C to 40°C).

Driver Life. Life time of 100,000 hours at 77°F (25°C) ambient.

Safety/UL. Listed under UL 1310 or UL 1012.

Power Factor. Shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20 % at 50% load across the full supply voltage range.

Driver efficiency. Minimum efficiency of 90% at maximum load and a minimum efficiency of 85% for the driver operating at 50% power with driver efficiency defined as output power divided by input power.

Electrical Interference. Shall meet the Electromagnetic Compatibility (EMC) requirements for Class A digital devices included in the FCC Rules and Regulations, Title 47, Part 15.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. 0-10 V dimming capability.

Leakage current. Compliance with safety standards according to IEC 61347-1 and UL 1012.

Surge Protection Device: SPD shall be labeled as Type 4 in accordance to UL 1449 and be an integral part of the luminaire. It shall provide a minimum system protection level of 10 kV, 10 kA. To protect for a 10 kV, 10 kA surge the required clamping voltage of the external Metal Oxide Varistor (MOV) or other SPD shall be lower than 1 kV at 8 kA {(10 kV-2 kV)/1 ohm=8 kA}.

The SPD shall comply with the following standards:

- 1) IEEE C62.41.1, IEEE Guide on the Surge Environment in Low-Voltage (1000 V and Less) AC Power Circuits,
- 2) IEEE C62.41.2, IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits,
- 3) IEEE C62.45, IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000 V and Less) AC Power Circuits, and
- 4) ANSI C136.2, American National Standard for Roadway and Area Lighting Equipment – Luminaire Voltage Classification.

The SPD and performance parameters shall be posted at www.UL.com under Category Code: VZCA2.

Warranty: The entire luminaire and all of its component parts shall be covered by a Ten-Year Warranty. Failure is when one or more of the following occur:

- 1) Negligible light output from more than 10 percent of the LED packages
- 2) Condensed moisture inside the optical assembly
- 3) driver that continues to operate at a reduced output below 15% of the rated nominal output

The warranty period shall begin on the date of final acceptance of the lighting work as documented in the Resident Engineer's project notes.

Submittal Requirements: The Contractor shall submit, for approval, an electronic version of all associated luminaire IES files, AGI32 files and the TM-21 calculator spreadsheet with inputs and reports associated with the project luminaires. The Contractor shall also provide an electronic version of each of the following Manufacturer's product data for each type of luminaire.

- 1) Descriptive literature and catalogue cuts for luminaire, LED package, driver, and surge protection device.
- 2) LED drive current, total luminaire input wattage and total luminaire current at the system operating voltage or voltage range and ambient temperature of 77°F (25°C).
- 3) Luminaire efficacy expressed in lumens per watt (lpw) per luminaire.
- 4) Initial delivered lumens at the specified color temperature, drive current and ambient temperature.
- 5) Computer photometric calculation reports.
- 6) TM-15 BUG rating report.
- 7) Documentation of Manufacturers experience and certification that luminaires were assembled in the U.S.A.
- 8) Supporting documentation of compliance with ANSI standards as well as listing requirements.
- 9) Supporting documentation of laboratory accreditations and certifications for specified testing.

- 10) Thermal testing documents.
- 11) IES LM-79, LM-80 (or LM-84) and TM-21 (or TM-28) reports.
- 12) Salt spray (fog) test reports and certification.
- 13) Vibration characteristics test reports and certification.
- 14) IP test reports.
- 15) Manufacturer written warranty.
- 16) Luminaire installation, maintenance, and washing instructions.

Luminaire Testing: When a contract has 30 or more luminaires of the same type, wattage and distribution, that luminaire shall be tested. The quantity of luminaires requiring testing shall be one luminaire for the first 30 plus one additional luminaire for each additional 50 luminaires of that type, wattage, and distribution. Testing is not required for temporary lighting luminaires. The Contractor shall coordinate the luminaire testing, propose a properly accredited laboratory and an independent witness, submit their qualifications for approval prior to any testing, and pay all associated costs including travel expenses for the independent witness. Delays caused by the luminaire testing process shall not be grounds for additional compensation or extension of time.

The independent witness shall be present when tests are performed by the luminaire manufacturer. A laboratory independent of the luminaire manufacturer, distributor, and Contractor may self-certify the test results, in which case the independent witness need not be present during the testing.

After all qualifications have been approved, the independent witness shall select from the project luminaires at the manufacturer's facility the luminaires for testing. In all cases, the selection of luminaires shall be a random selection from the entire completed lot of luminaires required for the contract. Selections from partial lots will not be allowed. The independent witness shall mark each sample luminaire's shipping carton with the IDOT contract number and a unique sample identifier.

At the time of random selection, the independent witness shall inspect the luminaire(s) for compliance with all physical, mechanical, and labeling requirements for luminaires according to Sections 821 and 1067 and as stated herein. If deficiencies are found during the physical inspection, the Contractor shall have all luminaires of that type, wattage, and distribution inspected for the identified deficiencies and shall correct the problem(s) where found. Random luminaire selection and physical inspection must then be repeated. When the physical inspection is successfully completed, the independent witness shall mark the project number and sample identifier on the interior housing and ballast of the luminaires and have them shipped to the laboratory.

The testing performed by the laboratory shall include photometric, colorimetric, and electrical testing. Colorimetric values shall be determined from total spectral radiant flux measurements using a spectroradiometer. Photometric testing shall be according to IES recommendations and as a minimum, shall yield an isofootcandle chart, with max candela point and half candela trace indicated, an isocandela diagram, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, BUG rating report, and complete calculations based on specified requirements and test results. All testing shall cover the full spherical light output at a maximum of 5 degree intervals on both the vertical planes and the cones. Tests that "mirror" results from one hemisphere or quadrant to another are not acceptable.

The results for each photometric and colorimetric test performed shall be presented in a standard LM-79 report that includes the IDOT contract number, sample identifier, and the outputs listed above. The calculated results for each sample luminaire shall meet or exceed the contract specified levels in the luminaire performance table(s). The laboratory shall mark its test identification number on the interior of each sample luminaire.

Electrical testing shall be in accordance with LM-79.

The summary test report shall consist of a narrative documenting the test process, highlight any deficiencies and corrective actions, and clearly state which luminaires have met or exceeded all test requirements and may be released for delivery to the jobsite. Photographs shall also be used as applicable to document luminaire deficiencies and shall be included in the test report. The summary test report shall include the Luminaire Physical Inspection Checklist (see exhibit A), photometric and electrical test reports, and point-by-point photometric calculations performed in AGi32 sorted by luminaire type, wattage, and distribution. All test reports shall be certified by the independent test laboratory's authorized representative or the independent witness, as applicable, by a dated signature on the first page of each report. The summary test reports shall be delivered to the Engineer and the Contractor as an electronic submittal. Hard copy reports shall be delivered to the Engineer for record retention.

Should any of the tested luminaires fail to satisfy the specifications and perform according to approved submittal information, all luminaires of that type, wattage, and distribution shall be deemed unacceptable and shall be replaced by alternate equipment meeting the specifications. The submittal and testing process shall then be repeated in its entirety. The Contractor may request in writing that unacceptable luminaires be corrected in lieu of replacement. The request shall identify the corrections to be made and upon approval of the request, the Contractor shall apply the corrections to the entire lot of unacceptable luminaires. Once the corrections are completed, the testing process shall be repeated, including selection of a new set of sample luminaires. The number of luminaires to be tested shall be the same quantity as originally tested.

The process of retesting corrected or replacement luminaires shall be repeated until luminaires for each type, wattage, and distribution are approved for the project. Corrections and re-testing shall not be grounds for additional compensation or extension of time. No luminaires shall be shipped from the manufacturer to the jobsite until all luminaire testing is completed and approved in writing.

Submittal information shall include a statement of intent to provide the testing as well as a request for approval of the chosen independent witness laboratory. All summary test reports, written reports, and the qualifications of the independent witness and laboratory shall be submitted for approval to the Bureau of Design and Environment in Springfield.

Construction: Examine all luminaires delivered to the jobsite prior to installation to ensure all specification requirements and Shop Drawing comments have been incorporated by the Manufacturer. Deficient luminaires shall not be installed and the Engineer shall be notified immediately.

Luminaires shall be adjusted with the use of a level placed along the fixture housing or other means approved by the manufacturer to make sure they are installed with their optics set to deliver optimum designed light levels on the roadway. Any dirt or film on LEDs and/or the optical assembly shall be thoroughly removed using cleaning methods approved by the manufacturer.

Basis of Payment: This work will be paid for at the contract unit price per Each for Luminaire, LED, Horizontal Mount, of the wattage specified which shall be payment in full for all labor, equipment and material necessary to perform the work specified herein.

RODENT EXTERMINATION

This work under this special provision consists of the extermination of rodent in and around the three (3) buildings prior to demolition. This work shall be performed by an Illinois licensed exterminator at least three (3) weeks in advance of beginning asbestos removal.

The cost of RODENT EXTERMINATION will not be paid for separately, but shall be included in the price per Lump Sum for BUILDING REMOVAL NOS. 1, 2 AND 3. Clean-up will be to the satisfaction of the Engineer.

BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE)

Effective: September 1, 1990

Revised: April 1, 2010

BUILDING REMOVAL: This work shall consist of the removal and disposal of one (1) building, together with all foundations, retaining walls, and piers, down to a plane 1' ft. (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
3	4AFF002	Sta. 8+00 to Sta. 8+35 27' to 42' Left	Masonry block outbuilding

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition. Any salvage value shall be reflected in the contract unit price for this item.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any demolition activity.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
Telephone: (217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20% percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Prior to starting work, the Contractor shall submit proof of written notification and compliance with the "Notifications" paragraph.

**BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)
(BDE)**

Effective: September 1, 1990

Revised: April 1, 2010

BUILDING REMOVAL: This work shall consist of the removal and disposal of two (2) buildings, together with all foundations, retaining walls, and piers, down to a plane 1' ft. (300 mm) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1	4AFF05	601 South Main Street Lewistown, IL 61542	Commercial Building
2	4AFF07	517 South Main Street Lewistown, IL 61542	Single-Family Residence

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services and the removal of the metering devices that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

All friable asbestos shall be removed from the building(s) prior to demolition. The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)", "Removal and Disposal of Friable Asbestos Building Nos. 1 & 2", and "Removal and Disposal of Non-Friable Asbestos Building Nos. 1 & 2" contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all asbestos, friable and non-friable, is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Three separate contract unit price items have been established for the removal of each building. They are:

1. BUILDING REMOVAL NOS. 1 and 2
2. REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NOS. 1 and 2
3. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NOS. 1 and 2

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of friable and non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provisions for "Removal and Disposal of Friable Asbestos, Building Nos. 1 & 2 " and "Removal and Disposal of Non-Friable Asbestos, Building Nos. 1 & 2", and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 66 thru 71. Also refer to the Materials Description Table on pages 72-73 for a brief description and location of the various materials. Also included is a Materials Quantities Table on page 74. This table states whether the ACM is friable or non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of friable asbestos, and non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page 75, to the Engineer for the disposal of all ACM wastes.

Permits: The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of these permits shall be sent to the district office and the Engineer.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
Telephone: (217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20% percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer, except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 1. Submittals required under Asbestos Abatement Experience.
 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.
 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.
 5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
 6. Submit a list of penalties, including liquidated damages, incurred through non-compliance with asbestos abatement project specifications.

7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
8. Submit proof of written notification and compliance with Paragraph "Notifications".

C. Submittals that shall be made upon completion of abatement work:

1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
2. Submit daily copies of work site entry logbooks with information on worker and visitor access;
3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and
4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

- A. Company Experience: Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.
- B. Personnel Experience:
 1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
 2. For workers involved in the removal of friable and non-friable asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring: All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Engineer at any time during the project.
- B. Contained Work Areas for Removal of Friable Asbestos: Area samples shall be collected for the department within the work area daily. A minimum of one sample shall be taken outside of the abatement area removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. Interior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all nonfriable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.

- D. Exterior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all nonfriable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos.

The Contractor shall conduct down wind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

E. Air Monitoring Professional

1. All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".
2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NOS.1 and 2: This work consists of the removal and disposal of all friable asbestos from the building(s) prior to demolition. The work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)" and as outlined herein.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NOS. 1 and 2, as shown, which price shall include furnishing all labor, materials, equipment and services required to remove and dispose of the friable asbestos.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NOS. 1 and 2: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

1. Continuously wet all non-friable ACM and other building debris with water during demolition.
2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NOS. 1 and 2, as shown.

The cost for this work shall be determined as follows:

Option #1 - Actual cost of removal and disposal of non-friable asbestos.

Option #2 - The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all asbestos, friable and non-friable is removed first, shall be represented by the pay item "BUILDING REMOVAL NOS. 1 and 2".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NOS. 1 and 2 be deleted.

EXAMPLE

Attached are Appendixes A - D. These appendixes are examples of the information to be included in the proposal and referred to on page 3 of the Special Provision.

Appendix A are the sketches of the building(s) noted on page 1 of the Special Provision. These sketches show the location of asbestos on each floor of the building(s).

Appendix B provides a "Material Description Table" also referred to on page 3 of the Special Provision.

Appendix C is a "Material Quantities Table" and is referred to on page 3 of the Special Provision.

Appendix D is a sample of a Shipping Manifest form referred to on page 3.

Appendix E is a sample of the building(s) identification needed on page 1.

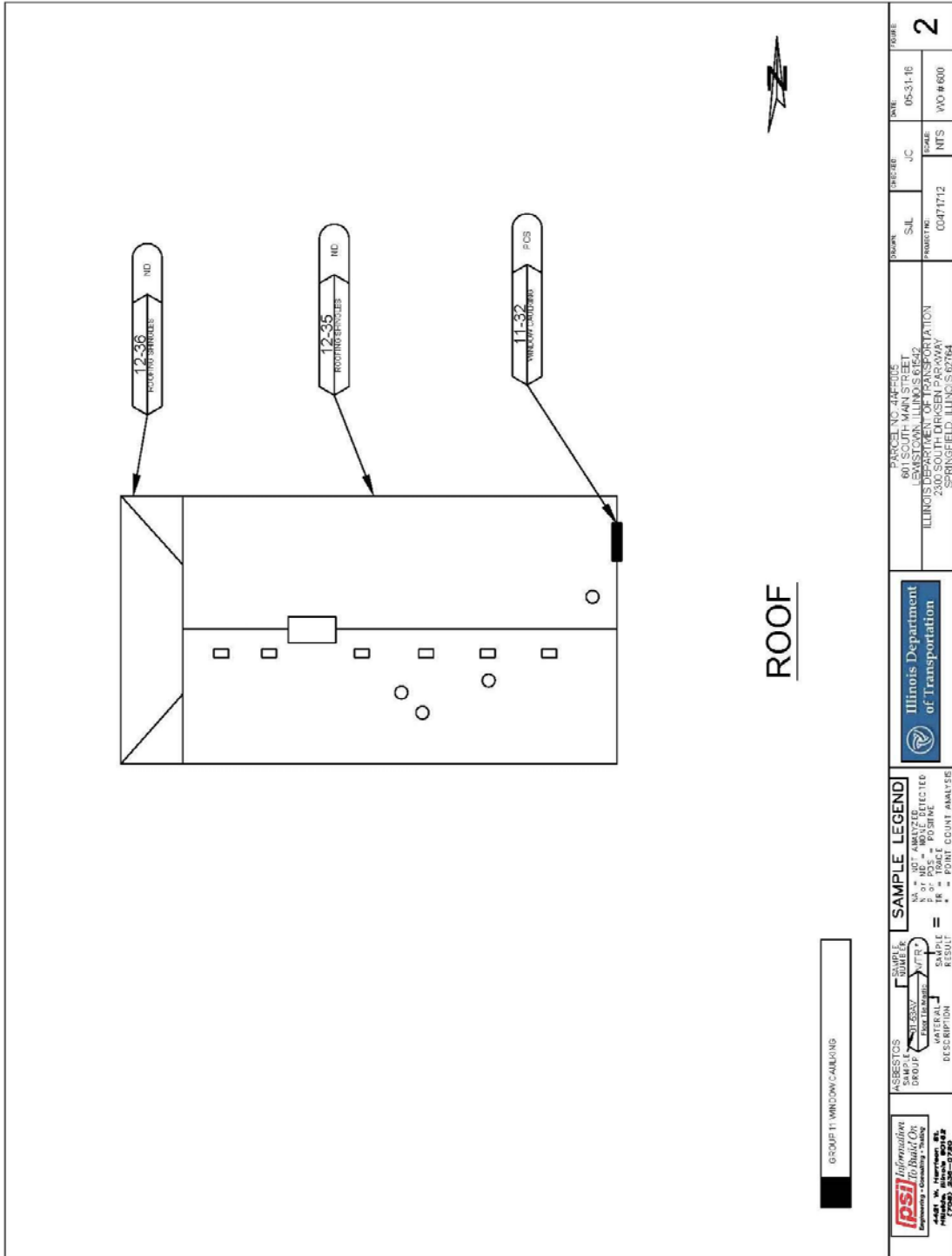
APPENDIX A

SKETCHES

BUILDING NO. 1 – Parcel No. 4AFF05
601 South Main Street, Lewistown, IL 61542
(Pages 61-62)

BUILDING NO. 2 – Parcel No. 4AFF07
517 South Main Street, Lewistown, IL 61542
(Pages 63-66)

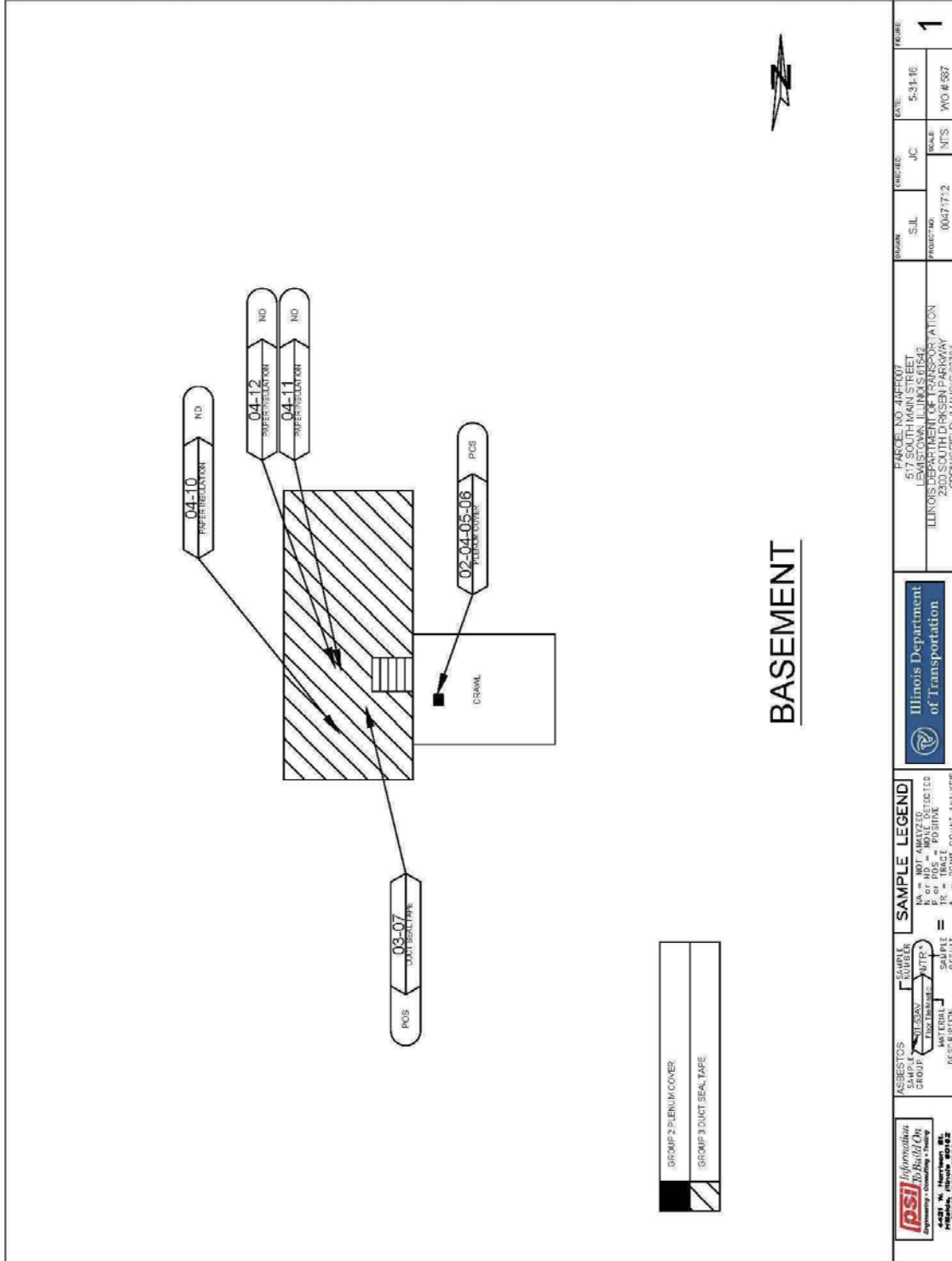
Building No. 1 (Sketch 2 of 2) – Parcel No. 4AFF05 – 601 South Main Street, Lewistown, Illinois 61542



GROUP 1: MWC/CAM/INO

<p>PSI Professional Services, Inc. Engineering • Consulting • Surveying 1444 W. Hawthorn, St. Louis, MO 63103 (314) 433-0700</p>	<p>ASBESTOS SAMPLE GROUP: WATER</p>	<p>SAMPLE LEGEND NS = NOT SAMPLED ND = NOT DETECTED TR = TRACE POS = POSITIVE * = POINT COUNT ANALYSIS</p>	<p>DATE: 05-31-16 SCALE: NTS WO #600</p>	<p>FIGURE: 2</p>
	<p>PROJECT NO: 0047712</p>	<p>PROJECT: 2300 SOUTH DRIVEN PARKWAY SPRINGFIELD, ILLINOIS 62764</p>	<p>DATE: 05-31-16 SCALE: NTS WO #600</p>	<p>FIGURE: 2</p>

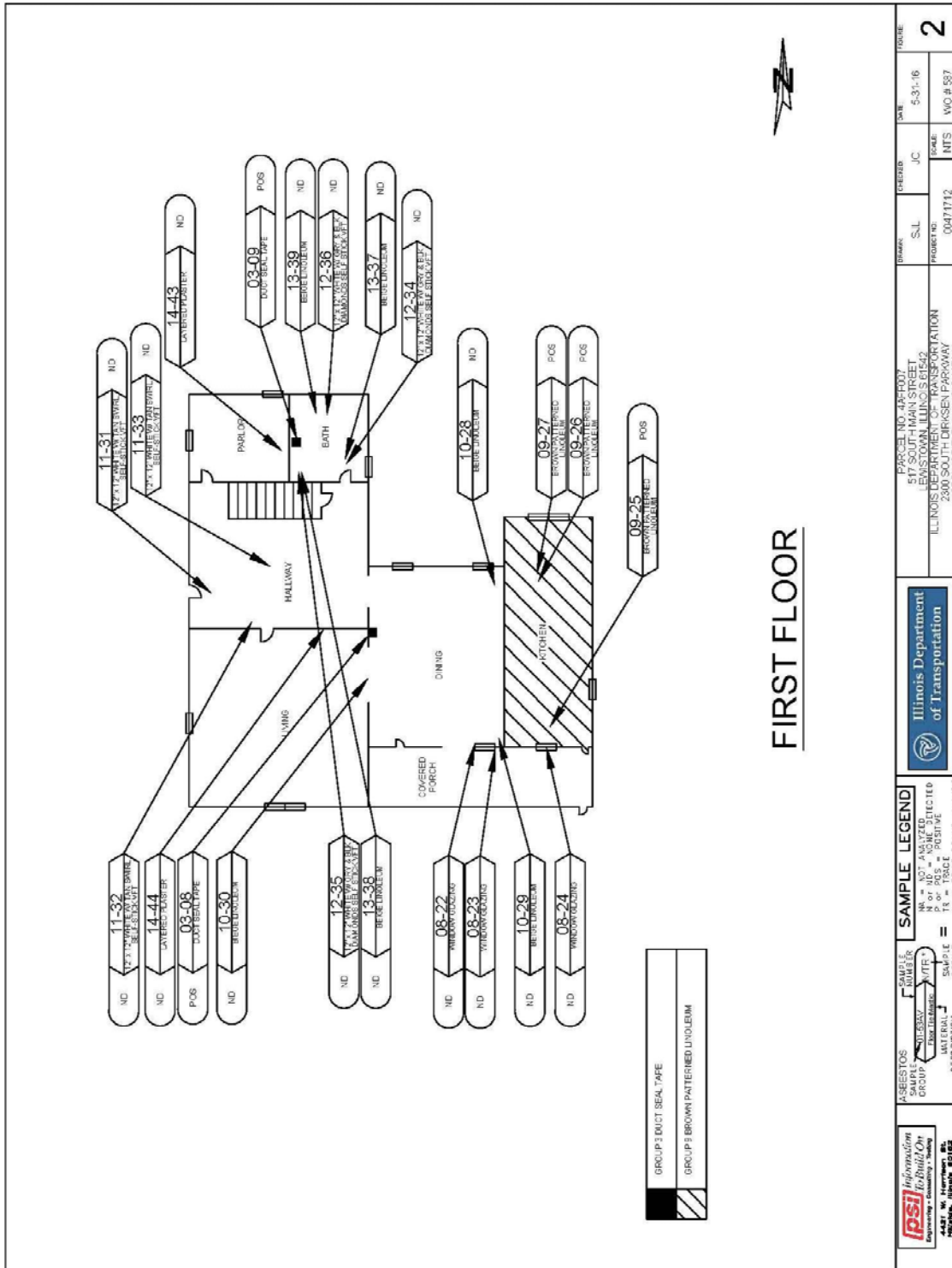
Building No. 2 (Sketch 1 of 4) – Parcel No. 4AFF07 – 517 South Main Street, Lewistown, Illinois 61542



BASEMENT

<p>Information To Build On Engineering • Consulting • Training 1424 N. North Street Peoria, IL 61604 Phone: 309-673-0720</p>	<p>ASBESTOS GROUP</p> <p>GROUP 2 PLENUM COVER</p> <p>GROUP 3 JOINT SEAL TAPE</p>	<p>SAMPLE LEGEND</p> <p>NA = NOT ANALYZED P OF NO = POSITIVE TR = TRACE * = POINT COUNT ANALYSE</p>	<p>ILLINOIS DEPARTMENT OF TRANSPORTATION</p>	<p>DATE: 5-31-16</p>	<p>FIGURE: 1</p>
				<p>PROJECT NO: 10047772</p>	<p>SCALE: NTS</p>
<p>PARCEL NO. 4AFF07 517 SOUTH MAIN STREET LEWISTOWN, ILLINOIS 61542</p>		<p>PROJECT NO: 10047772</p>		<p>SCALE: NTS</p>	
<p>ILLINOIS DEPARTMENT OF TRANSPORTATION 230 SOUTH DIRKSEN PARKWAY SPRINGFIELD, ILLINOIS 62764</p>		<p>PROJECT NO: 10047772</p>		<p>SCALE: NTS</p>	

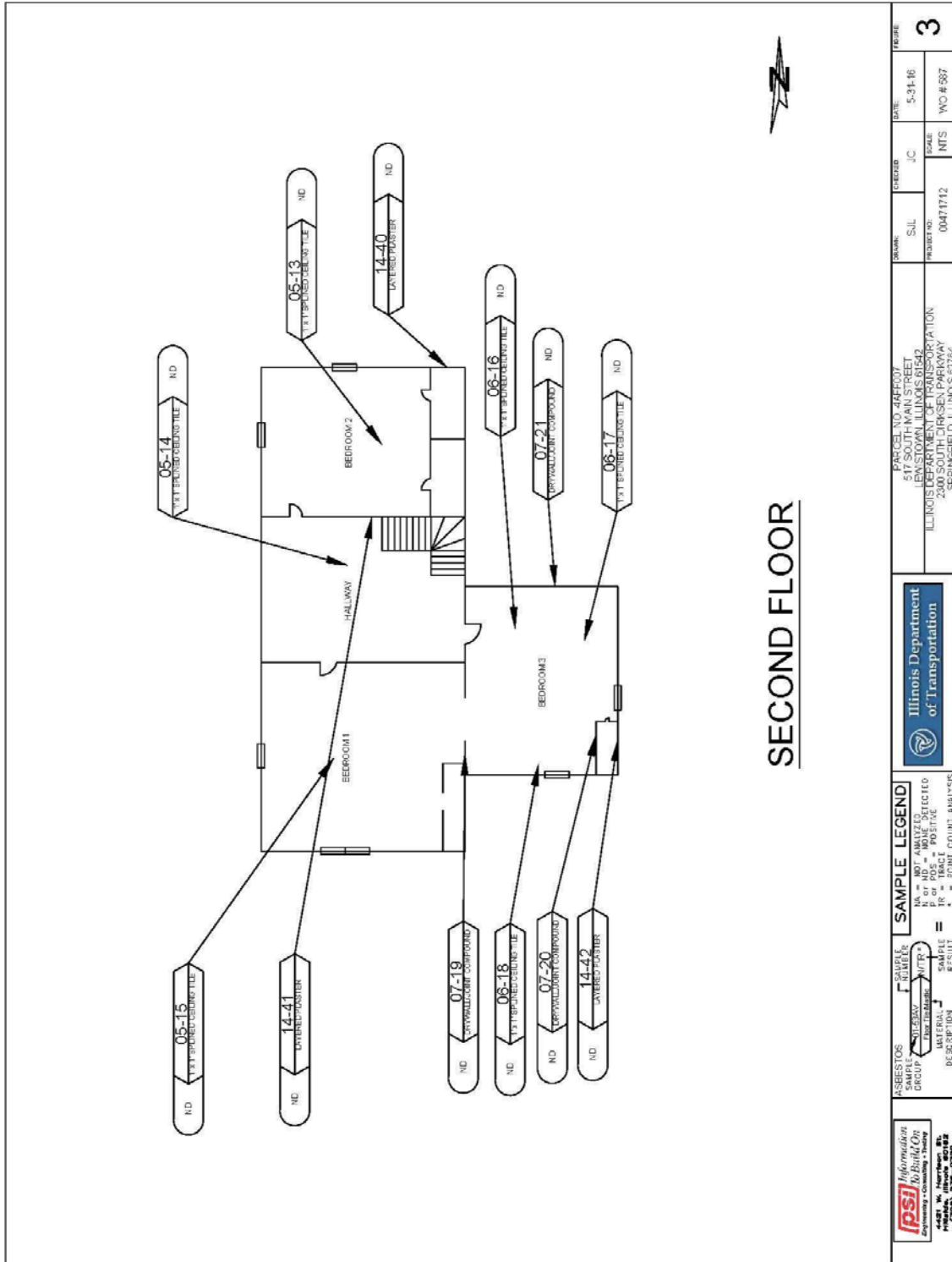
Building No. 2 (Sketch 2 of 4) – Parcel No. 4AFF07 – 517 South Main Street, Lewistown, Illinois 61542



FIRST FLOOR

<p>PSI Information To Build On Engineering • Consulting • Training 1000 W. Liberty St. #100 Peoria, IL 61614 (309) 696-0900</p>	<p>AGGESTOS GROUP 1 AGGESTOS GROUP 2</p>	<p>DATE: 5-31-16 SCALE: NTS PROJECT NO: 00471712</p>	<p>ISSUE: 2</p>

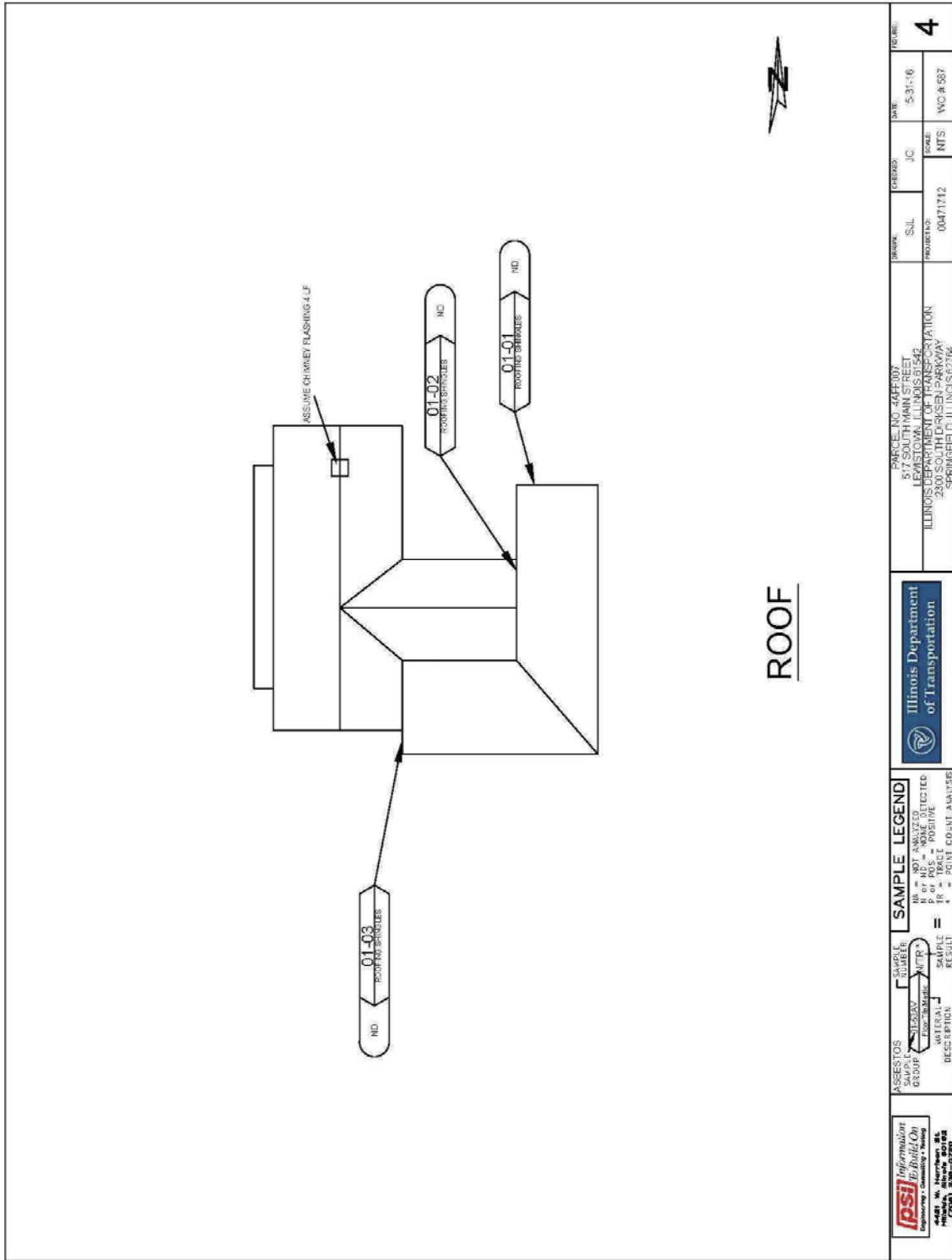
Building No. 2 (Sketch 3 of 4) – Parcel No. 4AFF07 – 517 South Main Street, Lewistown, Illinois 61542



SECOND FLOOR

<p>Information PSI 4401 W. Hawthorn, St. Louis, MO 63108 (314) 991-9700</p>	<p>ASBESTOS</p> <p>SAMPLES: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>GROUP: <input type="checkbox"/> FIBROUS <input type="checkbox"/> CHALCANTHINE</p> <p>MATERIAL: <input type="checkbox"/> FIBROUS <input type="checkbox"/> CHALCANTHINE</p> <p>DESCRIPTION: _____</p>		<p>SAMPLE LEGEND</p> <p>✓ = SAMPLE NUMBER</p> <p>○ = NOT ANALYZED</p> <p>○ = ND = NONE DETECTED</p> <p>○ = P = POSITIVE</p> <p>○ = F = FIBROUS</p> <p>○ = C = CHALCANTHINE</p> <p>○ = P.C. = POINT COUNT ANALYSIS</p>		<p>DATE: 5-31-18</p> <p>FIGURE: 3</p>
	<p>PROJECT NO: 00471712</p> <p>SCALE: MTS</p> <p>WC # 587</p>		<p>PROJECT: ILLINOIS DEPARTMENT OF TRANSPORTATION</p> <p>LOCATION: 517 SOUTH MAIN STREET, LEWISTOWN, ILLINOIS 61542</p> <p>PARCEL NO: 4AFF07</p> <p>SPRINGFIELD, ILLINOIS 62724</p>		

Building No. 2 (Sketch 4 of 4) – Parcel No. 4AFF07 – 517 South Main Street, Lewistown, Illinois 61542



APPENDIX B

MATERIAL DESCRIPTION TABLE

Material Description	% And Type Of Asbestos	Location, Description, Sample Number (If Applicable)
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I. Bldg. No. 1 (Parcel No. 4AFF05): 601 South Main Street, Lewistown, IL 61542
 (Commercial Building)

Material Description	% Type	Location, Description, Sample No.
Drywall/joint compound	ND/ND, Friable	Addition, walls and ceilings Sample #3/2,265 S.F. – Good
Textured ceiling	ND, Friable	Open Room 1 Sample 33/625 S.F. – Good
12"x12" gray with white splotches floor tile/mastic	Tile 3% Mastic 3% Non-friable	Kitchen, 1 and restroom 1 Sample #3/120 S.F. – Good
Drywall/joint compound	ND/ND, Friable	Original building, walls Sample #3/2,500 S.F. – Good
2"x2" white with small gouges and dots lay-in-ceiling tile	ND, Friable	Open room, 2, restroom, 2 and kitchen, 2 Sample #3, 1,240 S.F. – Good
4" beige vinyl base cove/green mastic	ND/ND Non-Friable	Open room, 2, and restroom, 2 Sample #3, 120 L.F. – Good
4" beige vinyl base cove/white mastic	ND/ND Non-friable	Kitchen 2 Sample #3, 40 L.F. – Good
Tan and gray square pattern rolled sheet flooring	ND, Non-friable	Open room 2, and restroom 2 Sample #3, 440 S.F. – Good
Tan and yellow rolled sheet flooring	ND, Non-friable	Kitchen 2 Sample #3, 105 S.F. – Good
2"x2" white with medium fissures and dots lay-in	ND, Friable	Room 4,5,7 and open room 3 Sample #3, 655 S.F. – Good
Window caulking	2%, Non-friable	Exterior windows and south door Sample #3, 135 L.F. – Good
Roofing shingles	ND/ND, Non-friable	Building roofing Sample #3, 4,500 S.F. – Good

II. Bldg. No. 2 (Parcel no. 4AFF07): 517 South Main Street, Lewistown, IL 61542
 (Single-Family Residence)

Material Description	% Type	Location, Description, Sample No.
Roofing shingles	ND/ND, Non-friable	Roof Sample #3, 1,700 S.F. – Good
Plenum cover	40%, Friable	Roof Sample #3, 25, S.F. – Good
Duct seam tape	50%, Friable	Basement and registers and risers to second floor Sample #3, 75 S.F. – Goods
Paper insulation	ND, Friable	Old wiring in basement Sample #3, 150 L.F. – Good
1'x1' white splined ceiling tile	ND, Friable	Second floor, bedroom Sample #3, 150 S.F. – Good
Drywall/joint compound	ND/ND, Friable	Second floor walls, bedrooms 3 & 1 and hallway
Window glazing	ND, Non-friable	Covered porch windows Sample #3 35 L.F. – Good
Brown pattern rolled sheet flooring	10%, Non-friable	Kitchen Sample #3, 170 S.F. – Good
Beige rolled sheet flooring	ND, Non-friable	Dining room Sample #3, 180 S.F. – Good
12"x12" white with tan swirls self-stick floor tiles	ND/ND, Non-friable	Hallway Sample #3, 35 S.F. - Good
12"x12" white with gray and black diamonds self-stick floor tile	ND, Non-friable	Bathroom (Top Layer) Sample #3, 65 S.F. – Good
Beige rolled sheet flooring	ND, Non-friable	Bathroom (Lower Layer) Sample #3, 65 S.F. – Good
Layered plaster	ND/ND, Non-friable	Throughout Sample #3, 4,850 S.F. – Good
Chimney flashing	Assumed, Non-friable	Chimney roofing Sample n/a, 4 L.F. – Good

APPENDIX C

MATERIAL QUANTITIES TABLE

The following are approximate quantities of ACM to be removed from the building indicated. These material quantities do not indicate the cleaning required to remove asbestos debris and resulting contamination from the work areas.

I. Bldg. No. 1 (Parcel No. 4AFF05): 601 South Main Street, Lewistown, IL 61542
 (Commercial Building)

Material	Floor	Quantity Present	Friable
Gray, Floor Tile, Homogeneous	1 st – Kitchen	3% Chrysotile	No
Gray, Floor Tile, Homogeneous	1 st – Restrooms	3% Chrysotile	No
Gray, Floor Tile, Homogeneous	1 st – Open Room 2	3% Chrysotile	No
Gray, Caulking	1 st – Exterior Windows, South Door	2% Chrysotile	No

II. Bldg. No. 2 (Parcel no. 4AFF07): 517 South Main Street, Lewistown, IL 61542
 (Single-Family Residence)

Material	Floor	Quantity Present	Friable
Black, Other	1 st – Roof, Shingles	40% Chrysotile	Yes
Gray, Tape	2 st – Basement and registers and risers to second floor	50% Chrysotile	Yes
Brown, Flooring	1 st – Kitchen	10% Chrysotile	No

APPENDIX D

SHIPPING MANIFEST
 Generator

1. Work Site Name and Mailing Address		Owner's Name		Owner's Telephone No.	
2. Operator's Name and Address				Operator's Telephone No	
3. Waste Disposal Site (WDS) Name Mailing Address, and Physical Site Location				WDS Telephone No.	
4. Name and Address of Responsible Agency					
5. Description of Materials					
6. Containers		No.	Type		
7. Total Quantity		M ³	(Yd ³)		
8. Special Handling Instructions and Additional Information					
9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.					
Printed/Typed Name & Title		Signature		Month Day Year	
Transporter					
10. Transporter 1 (Acknowledgement of Receipt of Materials)					
Printed/Typed Name & Title		Signature		Month Day Year	
Address and Telephone No.					
11. Transporter 2 (Acknowledgement of Receipt of Materials)					
Printed/Typed Name & Title		Signature		Month Day Year	
Address and Telephone No.					
Disposal Site					
12. Discrepancy Indication Space					
13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos Materials Covered By This Manifest Except As Noted in Item 12					
Printed/Typed Name & Title		Signature		Month Day Year	

APPENDIX D

INSTRUCTIONS

Waste Generator Section (Items 1-9)

1. Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
2. If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
3. Enter the name, address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, also enter the phone number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's property.
4. Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
5. Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
 - Friable asbestos material
 - Non-friable asbestos material
6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
 - DM - Metal drums, barrels
 - DP - Plastic drums, barrels
 - BA - 6 mil plastic bags or wrapping
7. Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
8. Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
9. The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

APPENDIX D

INSTRUCTIONS

Transporter Section (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

Disposal Site Section (Items 12 & 13)

12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this manifest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to non-asbestos material is considered a WDS.
13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

APPENDIX E

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1	4AFF05	601 South Main Street Lewistown, IL 61542	Commercial Building
2	4AFF07	517 South Main Street Lewistown, IL 61542	Single-Family Residence

ACCESSIBLE PEDESTRIAN SIGNALS (APS) (BDE)

Effective: April 1, 2003

Revised: January 1, 2014

Description. This work shall consist of furnishing and installing accessible pedestrian signals (APS). Each APS shall consist of an interactive vibrotactile pedestrian pushbutton with speaker, an informational sign, a light emitting diode (LED) indicator light, a solid state electronic control board, a power supply, wiring, and mounting hardware. The APS shall meet the requirements of the MUTCD and Sections 801 and 888 of the Standard Specifications, except as modified herein.

Electrical Requirements. The APS shall operate with systems providing 95 to 130 VAC, 60 Hz and throughout an ambient air temperature range of -29 to +160 °F (-34 to +70 °C).

The APS shall contain a power protection circuit consisting of both fuse and transient protection.

Audible Indications. A pushbutton locator tone shall sound at each pushbutton.

If two accessible pedestrian pushbuttons are placed less than 10 ft (3 m) apart or placed on the same pole, the audible walk indication shall be a speech walk message.

A clear, verbal message shall be used to communicate the pedestrian walk interval. This message shall sound throughout the WALK interval only. The verbal message shall be modeled after: “Street Name.’ Walk Sign is on to cross “Street Name.” No other messages shall be used to denote the WALK interval.

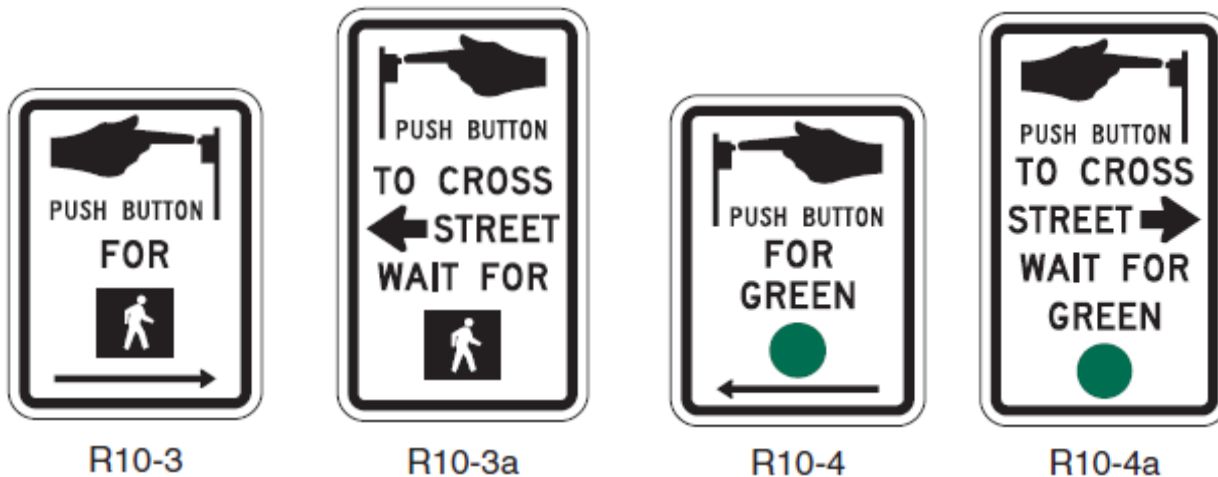
Where two accessible pedestrian pushbuttons are separated by at least 10 ft (3 m), the walk indication shall be an audible percussive tone. It shall repeat at 8 to 10 ticks per second with a dominant frequency of 880 Hz.

Automatic volume adjustments in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA. Locator tone and verbal messages shall be no more than 5 dB louder than ambient sound.

Pedestrian Pushbutton. Pedestrian pushbuttons shall be at least 2 in. (50 mm) in diameter or width. The force required to activate the pushbutton shall be no greater than 3.5 lb (15.5 N).

A red LED shall be located on or near the pushbutton which, when activated, acknowledges the pedestrians request to cross the street.

Signage. A sign shall be located immediately above the pedestrian pushbutton and parallel to the crosswalk controlled by the pushbutton. The sign shall be one of the following standard MUTCD designs:



Tactile Arrow. A tactile arrow, pointing in the direction of travel controlled by a pushbutton, shall be provided either on the pushbutton or its sign.

Vibrotactile Feature. The pushbutton shall pulse when depressed and shall vibrate continuously throughout the WALK interval.

Method of Measurement. This work will be measured for payment as each, per pushbutton.

Basis of Payment. This work will be paid for at the contract unit price per each for ACCESSIBLE PEDESTRIAN SIGNALS.

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

7/ Does not apply to aggregates for HMA binder mixtures.

- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.”

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **4.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (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 Utilization 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 scanned or 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 Utilization 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; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work 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. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (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. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident 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 (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ENGINEER'S FIELD OFFICE (BDE)

Effective: April 1, 2016

Revise the fifth 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 remain the property of the Contractor after release by the Engineer, except the Department will pay that portion of the monthly long distance, monthly local telephone, and online data usage that, when combined, exceed \$250."

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".

- Page 91 Article 205.06. In the sixth line of the eighth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 99” to “Illinois Modified AASHTO T 99”.
- Page 152 Article 310.09. In the second sentence of the second paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 99” to “Illinois Modified AASHTO T 99”.
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”, and in the second sentence change “AASHTO T 224” to “Illinois Modified AASHTO T 99 (Annex A1)”.
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”.
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”, and in the third sentence change “AASHTO T 224” to “Illinois Modified AASHTO T 99 (Annex A1)”.
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”.
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change “AASHTO T 191” to “Illinois Modified AASHTO T 191”, and in the third sentence change “AASHTO T 134 (Method B)” to “Illinois Modified AASHTO T 134 (Method B)”.
- Page 169 Article 352.12. In the first sentence of the first paragraph change “AASHTO T 22” to “Illinois Modified AASHTO T 22”, and in the second sentence change “AASHTO T 134 (Method B)” to “Illinois Modified AASHTO T 134 (Method B)”.

Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

“EQUIPMENT DEFINITION

- V_s - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons).”

Page 331 Article 505.04(p). Under Range of Clearance in the first table change “in. x 10⁻⁶” to “in. x 10⁻³”.

Page 444 Article 542.03. In the Notes in Table IIIB add “CPP Corrugated Polypropylene (CPP) pipe with smooth interior”.

Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from “CPE” to “CPP”.

Page 445 Article 542.03. In the Notes in Table IIIB (metric) change “PE Polyethylene (PE) pipe with a smooth interior” to “CPP Corrugated Polypropylene (CPP) pipe with smooth interior”.

- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 544 Article 639.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals,” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,””.
- Page 546 Article 640.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 548 Article 641.03. In the first sentence of the first paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals,” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,””.
- Page 621 Article 727.03. In the first sentence of the third paragraph change “AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change “AASHTO T 99 (Method C)” to “Illinois Modified AASHTO T 99 (Method C)”.
- Page 649 Article 801.02. In the first sentence of the first paragraph change “AASHTO’s Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.
- Page 742 Article 1003.04(c). Under Gradation in the table change “(see Article 1003.02(c))” to “(see Article 1003.01(c))”.
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read “For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.”.
- Page 809 Article 1020.04(e). In the third line of the first paragraph change “ITP SCC-3” to “ITP SCC-4”.
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ““Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.

Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change “Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals” published by AASHTO” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.

Page 989 Article 1077.01. In the second sentence of the first paragraph change “Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO” to “AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals””.

Page 1121 Article 1103.13(a). In the first line of the first paragraph change “Bridge Deck Approach Slabs.” to “Bridge Deck and Approach Slabs.”.

GROOVING FOR RECESSED PAVEMENT MARKINGS (BDE)

Effective: November 1, 2012

Revised: August 1, 2014

Description. This work shall consist of grooving the pavement surface in preparation for the application of recessed pavement markings.

Equipment. Equipment shall be according to the following.

- (a) Pavement Marking Tape Installations: The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm).
- (b) Liquid and Thermoplastic Pavement Marking Installations: The grooving equipment shall be equipped with either a free-floating saw blade cutting head or a free-floating grinder cutting head configuration with diamond or carbide tipped cutters and shall produce an irregular textured surface.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall supply the Engineer with a copy of the pavement marking material manufacturer’s recommendations for constructing a groove.

Pavement Grooving Methods. The grooves for recessed pavement markings shall be constructed using the following methods.

- (a) Wet Cutting Head Operation. When water is required or used to cool the cutting head, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

- (b) Dry Cutting Head Operation. When used on HMA pavements, the groove shall be vacuumed or cleaned by blasting with high-pressure air to remove loose aggregate, debris, and dust generated during the cutting operation. When used on PCC pavements, the groove shall be flushed with high pressure water or shot blasted to remove any PCC particles that may have become destabilized during the grooving process. If high pressure water is used, the pavement surface shall be allowed to dry for a minimum of 24 hours prior to the final cleaning of the groove and application of the pavement marking material.

Pavement Grooving. Grooving shall not cause ravels, aggregate fractures, spalling or disturbance of the joints to the underlying surface of the pavement. Grooves shall be cut into the pavement prior to the application of the pavement marking material. Grooves shall be cut such that the width is 1 in. (25 mm) greater than the width of the pavement marking line as specified on the plans. Grooves for letters and symbols shall be cut in a square or rectangular shape so that the entire marking will fit within the limits of the grooved area. The position of the edge of the grooves shall be a minimum of 4 in. (100 mm) from the edge of all longitudinal joints. The depth of the groove shall not be less than the manufacturer's recommendations for the pavement marking material specified, but shall be installed to a minimum depth of 110 mils (2.79 mm) and a maximum depth of 200 mils (5.08 mm) for pavement marking tapes thermoplastic markings and a minimum depth of 40 mils (1.02 mm) and a maximum depth of 80 mils (2.03 mm) for liquid markings. The cutting head shall be operated at the appropriate speed in order to prevent undulation of the cutting head and grooving at an inconsistent depth.

At the start of grooving operations, a 50 ft (16.7 m) test section shall be installed and depth measurements shall be made at 10 ft (3.3 m) intervals within the test section. The individual depth measurements shall be within the allowable ranges according to this Article. If it is determined the test section has not been grooved at the appropriate depth or texture, adjustments shall be made to the cutting head and another 50 ft (16.7 m) test section shall be installed and checked. This process shall continue until the test section meets the requirements of this Article.

For new HMA pavements, grooves shall not be installed within 14 days of the placement of the final course of pavement.

Final Cleaning. Immediately prior to the application of the pavement marking material or primer sealer, the groove shall be cleaned with high-pressure air blast.

Method of Measurement. This work will be measured for payment in place, in feet (meter) for the groove width specified.

Grooving for letter, numbers and symbols will be measured in square feet (square meters).

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot (square meter) for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS.

The following shall only apply when preformed plastic pavement markings are to be recessed:

Add the following paragraph after the first paragraph of Article 780.07 of the Standard Specifications.

“The markings shall be capable of being applied in a grooved slot on new and existing portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation. A primer sealer shall be applied with a roller and shall cover and seal the entire bottom of the groove. The primer sealer shall be recommended by the manufacturer of the pavement marking material and shall be compatible with the material being used. The Contractor shall install the markings in the groove as soon as possible after the primer sealer cures according to the manufacturer’s recommendations. The markings placed in the groove shall be rolled and tamped into the groove with a roller or tamper cart cut to fit the groove and loaded with or weighing at least 200 lb (90kg). Vehicle tires shall not be used for tamping. The Contractor shall roll and tamp the material with a minimum of 6 passes to prevent easy removal or peeling.”

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: July 1, 2016

Revise Article 1077.03(a)(1) of the Standard Specifications to read:

“(1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals” 2015 Edition. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the “fillet welded, ring stiffened box connection” detail as shown in Figure C5.6.7-2. The mast arm and pole shall be designed assuming the ADT > 10,000, Risk Category Typical, and Fatigue Category I Natural Wind Gust only.”

MECHANICAL SIDE TIE BAR INSERTER (BDE)

Effective: August 1, 2014

Revised: April 1, 2016

Add the following to Article 420.03 of the Standard Specifications:

“(k) Mechanical Side Tie Bar Inserters 1103.18”

Revise Article 420.05(b) of the Standard Specifications to read:

“(b) Longitudinal Construction Joint. The tie bars shall be installed using one of the following methods.

(1) Preformed or Drilled Holes. The tie bars shall be installed with a nonshrink grout or chemical adhesive providing a minimum pull-out strength as follows. The nonshrink grout and/or chemical adhesive shall be on the Department’s qualified product list.

Bar Size	Minimum Pull-Out Strength
No. 6 (No. 19)	11,000 lb (49 kN)
No. 8 (No. 25)	19,750 lb (88 kN)

Holes shall be blown clean and dry prior to placing the grout or adhesive. If compressed air is used, the pneumatic tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The installation shall be with methods and tools conforming to the grout or adhesive manufacturer’s recommendations.

The Contractor shall load test five percent of the first 500 tie bars installed. No further installation will be allowed until the initial five percent testing has been completed and approval to continue installation has been given by the Engineer. Testing will be required for 0.5 percent of the bars installed after the initial 500. For each bar that fails to pass the minimum requirements, two more bars selected by the Engineer shall be tested. Each bar that fails to meet the minimum load requirement shall be reinstalled and retested. The equipment and method used for testing shall meet the requirements of ASTM E 488. All tests shall be performed within 72 hours of installation. The tie bars shall be installed and approved before concrete is placed in the adjacent lane.”

(2) Inserted. The tie bars shall be installed with the use of a mechanical side tie bar inserter. The inserter shall insert the tie bars with vibration while still within the extrusion process, after the concrete has been struck off and consolidated without deformation of the slab. The inserter shall remain stationary relative to the pavement when inserting tie bars, while the formless paver continues to move in the direction of paving.

A void greater than 1/8 in. (3 mm) at any location around the tie bar shall require immediate adjustment of the paving operation. A void greater than 1/2 in.(13 mm) shall be repaired with a nonshrink grout or chemical adhesive after the concrete has hardened. If at the end of the day of paving more than 20 percent of the tie bars show a void larger than 1/8 in. (3 mm) at any point around the bar, the use of the side tie bar inserter shall be discontinued.

(3) Formed in Place. The tie bar shall be formed in place as shown on the plans.

The sealant reservoir shall be formed either by sawing after the concrete has set according to Article 420.05(a) or by hand tools when the concrete is in a plastic state.”

Add the following to Section 1103 of the Standard Specifications:

“1103.18 Mechanical Side Bar Inserters. The mechanical side tie bar inserter shall be self-contained and supported on the formless paver with the ability to move independently from the formless paver. The insertion apparatus shall vibrate within a frequency of 2000 to 6000 vpm. A vibrating reed tachometer, hand type, shall be provided according to Article 1103.12.”

MECHANICAL SPLICERS (BDE)

Effective: July 1, 2016

Add the following paragraph after the second paragraph of Article 1006.10(a)(1)g. of the Standard Specifications.

“Mechanical splicers shall have an additional requirement for total slip. The total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

PAVEMENT MARKING BLACKOUT TAPE (BDE)

Effective: November 1, 2014

Revised: April 1, 2016

Revise the fourth paragraph of Article 701.04 of the Standard Specifications to read:

“The traffic control shall remain in place only as long as needed and shall be removed when directed by the Engineer. Signs that do not apply to current conditions shall be removed, covered, or turned from the view of motorists. All existing pavement markings which conflict with the revised traffic pattern shall be removed according to Section 783 or when specified, temporarily covered with pavement marking blackout tape. The width of blackout tape shall be at least 1 in. (25 mm) wider than the width of the pavement marking being covered. The removing or covering of existing markings shall be scheduled immediately to facilitate the revised traffic pattern. If darkness or inclement weather prohibits the removal or covering operations, such operations shall be resumed the next morning or when weather permits.”

Revise Article 701.19(f) of the Standard Specifications to read:

“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05. Temporary covering of existing pavement markings with blackout tape will be measured for payment in feet (meters) in place. Removal of blackout tape will be measured for payment in square feet (square meters).”

Revise Article 701.20(j) of the Standard Specifications to read:

“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06. Temporary covering of existing pavement markings with blackout tape will be paid for at the contract unit price per foot for PAVEMENT MARKING BLACKOUT TAPE, of the line width specified.” Removal of blackout tape will be paid for as short term pavement marking removal according to Article 703.07.”

Revise the first two paragraphs of Article 1095.06 of the Standard Specifications to read:

“**1095.06 Pavement Marking Tape.** White or yellow marking tape shall consist of glass spheres of high optical quality embedded into a binder on a suitable backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape. Blackout marking tape shall be a Type III tape consisting of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive. The surface of the blackout pavement marking tape shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303-74.

The material shall be white, yellow, or matte black as specified. White and yellow colors shall conform closely to Federal color tolerances for pavement marking paint.”

Revise the second table of Article 1095.06 to read:

“Test	Type I		Type III		
	White	Yellow	White	Yellow	Blackout
Initial Thickness, mils (mm)	20 (0.51)	20 (0.51)	20 (0.51)	20 (0.51)	65 (1.65) ^{1/} 10 (0.25) ^{2/}
Durability (cycles)	5,000	5,000	1,500	1,500	1,500

Notes:

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.”

PEDESTRIAN PUSH-BUTTON (BDE)

Effective: April 1, 2016

Revise Article 888.03 of the Standard Specifications to read:

“888.03 Installation. The pedestrian push-button shall be located next to the curb ramp, sidewalk, or a paved clear space with a minimum size of 2.5 ft x 4.0 ft (760 mm x 1.22 m). The front face of the push-button should be even with the nearest edge of the curb ramp, sidewalk, or clear space but shall in no case be further away than 10 in. (250 mm). The height of the push-button should be 36 in. (900 mm) above the paved surface but shall in no case be less than 30 in. (760 mm) or more than 42 in. (1.05 m). The housing of the push-button shall be completely in contact with the post, pole, or extension arm on which it is mounted. The Contractor shall apply an anti-seize paste compound on all nuts and bolts prior to assembly. The methods of mounting both the pedestrian push-button and the sign shall be approved by the Engineer.”

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

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

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

- (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
- (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

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

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

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass
IL-19.0	1 1/2 in. (40 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

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

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

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

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

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

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

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

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	± 8 %
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	
No. 30 (600 µm)	± 5 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder	± 0.4 % ^{1/}
G_{mm}	± 0.03

1/ The tolerance for FRAP shall be ± 0.3 %.

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

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

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures <i>1/, 2/</i>	RAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures <i>1/, 2/</i>	FRAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor’s option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under “Testing” herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
 - f. Virgin asphalt binder weight to the nearest pound (kilogram).
 - g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.

The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

STEEL SLAG IN TRENCH BACKFILL (BDE)

Effective: January 1, 2016

Revise the second sentence of Article 1003.01(a)(8) of the Standard Specifications to read:

“Crushed steel slag shall be the nonmetallic product which is developed in a molten condition simultaneously with steel in an open hearth, basic oxygen, or electric arc furnace.”

Revise Article 1003.04(a) of the Standard Specifications to read:

“(a) Description. The fine aggregate shall consist of sand, stone sand, chats, wet bottom boiler slag, slag sand, or granulated slag sand. Crushed concrete sand, construction and demolition debris sand, and steel slag sand produced from an electric arc furnace may be used in lieu of the above for trench backfill.”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor’s needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

**IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION
(TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

“(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: July 1, 2015

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

- | | | |
|--|-----|--------------------------|
| Metal Piling | Yes | <input type="checkbox"/> |
| Structural Steel | Yes | <input type="checkbox"/> |
| Reinforcing Steel | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement | Yes | <input type="checkbox"/> |
| Guardrail | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence) | Yes | <input type="checkbox"/> |
| Frames and Grates | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.