

# **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](mailto: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](mailto:Timothy.Garman@illinois.gov).

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

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

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

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

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

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

**QUESTIONS: pre-letting up to execution of the contract**

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

**QUESTIONS: following contract execution**

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

# 66

**RETURN WITH BID**

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

**Letting July 31, 2015**

**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. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Route FAU 1472 (East Burlington Street)  
Project TE-M-4003(093)  
District 1 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

**Page intentionally left blank**

**RETURN WITH BID**



**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Project TE-M-4003(093)  
Route FAU 1472 (East Burlington Street)  
District 1 Construction Funds**

**This project consists of 0.91 miles of roadway resurfacing and streetscaping on East Burlington Street from Longcommon Road to Harlem Avenue in the Village of Riverside.**

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.

|  |                   |
|--|-------------------|
| <b>Attach Cashier's Check or Certified Check Here</b>  |                   |
| 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)

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ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE  
 SCHEDULE OF PRICES RUN DATE - 06/22/15  
 CONTRACT NUMBER - 61B53 RUN TIME - 183024

STATE JOB # - C-91-050-13  
 PPS NBR -

|                     |             |            |  |                                     |                   |
|---------------------|-------------|------------|--|-------------------------------------|-------------------|
| COUNTY NAME<br>COOK | CODE<br>031 | DIST<br>01 | SECTION NUMBER<br>12-00080-00-RS (RIVERSIDE) | PROJECT NUMBER<br>TE-M-4003/093/000 | ROUTE<br>FAU 1472 |
|---------------------|-------------|------------|--|-------------------------------------|-------------------|

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY   | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|------------|------------|-------|-------------|-----|
|             |                       |                 |            | DOLLARS    | CENTS | DOLLARS     | CTS |
| A2000520    | T-ACER NIG GC 2-1/2   | EACH            | 4.000      | X          | =     |             |     |
| A2004514    | T-GINKGO BIL AG 2-1/2 | EACH            | 1.000      | X          | =     |             |     |
| A2005020    | T-GYMNOCOLA DIO 2-1/2 | EACH            | 2.000      | X          | =     |             |     |
| A2005670    | T-OSTRYA VIRG CL 8'   | EACH            | 2.000      | X          | =     |             |     |
| B0001716    | T-AMEL X GF AP 2      | EACH            | 2.000      | X          | =     |             |     |
| C2C03428    | S-HYDRA MACRO ES 2'C  | EACH            | 14.000     | X          | =     |             |     |
| C2C03620    | S-HYDRA PANI LIT 2'C  | EACH            | 5.000      | X          | =     |             |     |
| C2011600    | S-VIBURN DENT BMA 3'  | EACH            | 9.000      | X          | =     |             |     |
| K0012970    | PERENNIAL PLNT BULB T | UNIT            | 11.000     | X          | =     |             |     |
| K0012990    | P PL-ORNAMENT T GAL P | UNIT            | 5.000      | X          | =     |             |     |
| K1001988    | IRRIGATION SYSTEM SPL | L SUM           | 1.000      | X          | =     |             |     |
| K1003680    | MULCH                 | SQ YD           | 195.000    | X          | =     |             |     |
| XX000959    | TRASH RECEPTACLES     | EACH            | 2.000      | X          | =     |             |     |
| XX002918    | TREE FRAME AND GRATES | EACH            | 16.000     | X          | =     |             |     |
| XX006739    | CONCRETE PAVERS TYP A | SQ FT           | 12,149.000 | X          | =     |             |     |

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 61B53

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| XX006740    | CONCRETE PAVERS TYP B | SQ FT           | 8,306.000 | X          | =     | =           | =   |
| XX007324    | RECYCLING RECEPTACLE  | EACH            | 2.000     | X          | =     | =           | =   |
| XX007413    | CONC EDGE RESTRAINT   | FOOT            | 2,830.000 | X          | =     | =           | =   |
| XX007899    | MASONRY WALL          | FOOT            | 555.000   | X          | =     | =           | =   |
| XX008910    | PAVEMENT MARKING SPL  | SQ FT           | 740.000   | X          | =     | =           | =   |
| XX009045    | DRINKING FOUNTAIN     | EACH            | 2.000     | X          | =     | =           | =   |
| XX024100    | EXPOSED AGG SURF      | SQ FT           | 827.000   | X          | =     | =           | =   |
| X0324058    | OUTLET SPL            | EACH            | 16.000    | X          | =     | =           | =   |
| X0324390    | FLOOD LIGHTING UNIT   | EACH            | 14.000    | X          | =     | =           | =   |
| X0324915    | RELOC LT UNIT & POLE  | EACH            | 2.000     | X          | =     | =           | =   |
| X0325170    | PLANT BED PREPARATION | SQ FT           | 1,230.000 | X          | =     | =           | =   |
| X0326498    | GFCI20A DX RECEPTACLE | EACH            | 10.000    | X          | =     | =           | =   |
| X0326654    | ORNAM LIGHT UNIT COMP | EACH            | 4.000     | X          | =     | =           | =   |
| X2520650    | SODDING SALT TOLER SP | SQ YD           | 1,000.000 | X          | =     | =           | =   |
| X8140105    | HANDHOLE SPL          | EACH            | 21.000    | X          | =     | =           | =   |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| X8140230    | HANDHOLE C CONC SPL   | EACH            | 10.000 X  | =          | =     | =           | =   |
| X8250500    | LIGHTING UNIT COMP SP | EACH            | 5.000 X   | =          | =     | =           | =   |
| Z0003850    | BENCHES               | EACH            | 20.000 X  | =          | =     | =           | =   |
| Z0004002    | BOLLARDS              | EACH            | 6.000 X   | =          | =     | =           | =   |
| Z0013798    | CONSTRUCTION LAYOUT   | L SUM           | 1.000 X   | =          | =     | =           | =   |
| Z0018400    | DRAINAGE STR ADJ      | EACH            | 25.000 X  | =          | =     | =           | =   |
| Z0018600    | DRAINAGE STR RECONST  | EACH            | 11.000 X  | =          | =     | =           | =   |
| Z0018700    | DRAINAGE STR REMOVED  | EACH            | 12.000 X  | =          | =     | =           | =   |
| Z0030850    | TEMP INFO SIGNING     | SQ FT           | 7.000 X   | =          | =     | =           | =   |
| Z0033024    | MAINT EX LTG SYS      | L SUM           | 1.000 X   | =          | =     | =           | =   |
| Z0042500    | POST SPL              | EACH            | 4.000 X   | =          | =     | =           | =   |
| Z0048665    | RR PROT LIABILITY INS | L SUM           | 1.000 X   | =          | =     | =           | =   |
| 20100110    | TREE REMOV 6-15       | UNIT            | 120.000 X | =          | =     | =           | =   |
| 20101000    | TEMPORARY FENCE       | FOOT            | 500.000 X | =          | =     | =           | =   |
| 20101100    | TREE TRUNK PROTECTION | EACH            | 10.000 X  | =          | =     | =           | =   |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY   | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|------------|------------|-------|-------------|-----|
|             |                       |                 |            | DOLLARS    | CENTS | DOLLARS     | CTS |
| 20101200    | TREE ROOT PRUNING     | EACH            | 10.000     | X          | =     | =           | =   |
| 20101700    | SUPPLE WATERING       | UNIT            | 100.000    | X          | =     | =           | =   |
| 20201200    | REM & DISP UNS MATL   | CU YD           | 450.000    | X          | =     | =           | =   |
| 20800150    | TRENCH BACKFILL       | CU YD           | 255.000    | X          | =     | =           | =   |
| 21101685    | TOPSOIL F & P 24      | SQ YD           | 100.000    | X          | =     | =           | =   |
| 21301048    | EXPLOR TRENCH 48      | FOOT            | 200.000    | X          | =     | =           | =   |
| 28000510    | INLET FILTERS         | EACH            | 56.000     | X          | =     | =           | =   |
| 35101800    | AGG BASE CSE B 6      | SQ YD           | 1,767.000  | X          | =     | =           | =   |
| 35102400    | AGG BASE CSE B 12     | SQ YD           | 1,020.000  | X          | =     | =           | =   |
| 40201000    | AGGREGATE-TEMP ACCESS | TON             | 332.000    | X          | =     | =           | =   |
| 40600275    | BIT MATLS PR CT       | POUND           | 11,000.000 | X          | =     | =           | =   |
| 40600400    | MIX CR JTS FLANGEWYS  | TON             | 20.000     | X          | =     | =           | =   |
| 40600827    | P LB MM IL-4.75 N50   | TON             | 924.000    | X          | =     | =           | =   |
| 40600982    | HMA SURF REM BUTT JT  | SQ YD           | 160.000    | X          | =     | =           | =   |
| 40603335    | HMA SC "D" N50        | TON             | 1,891.000  | X          | =     | =           | =   |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY     | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|--------------|------------|-------|-------------|-----|
|             |                       |                 |              | DOLLARS    | CENTS | DOLLARS     | CTS |
| 42300200    | PCC DRIVEWAY PAVT 6   | SQ YD           | 1,006.000 X  | =          | =     | =           | =   |
| 42400200    | PC CONC SIDEWALK 5    | SQ FT           | 4,279.000 X  | =          | =     | =           | =   |
| 42400800    | DETECTABLE WARNINGS   | SQ FT           | 359.000 X    | =          | =     | =           | =   |
| 44000100    | PAVEMENT REM          | SQ YD           | 75.000 X     | =          | =     | =           | =   |
| 44000161    | HMA SURF REM 3        | SQ YD           | 14,917.000 X | =          | =     | =           | =   |
| 44000200    | DRIVE PAVEMENT REM    | SQ YD           | 1,225.000 X  | =          | =     | =           | =   |
| 44000500    | COMB CURB GUTTER REM  | FOOT            | 4,100.000 X  | =          | =     | =           | =   |
| 44000600    | SIDEWALK REM          | SQ FT           | 23,479.000 X | =          | =     | =           | =   |
| 44201749    | CL D PATCH T1 9       | SQ YD           | 100.000 X    | =          | =     | =           | =   |
| 44201753    | CL D PATCH T2 9       | SQ YD           | 100.000 X    | =          | =     | =           | =   |
| 44201757    | CL D PATCH T3 9       | SQ YD           | 100.000 X    | =          | =     | =           | =   |
| 44201759    | CL D PATCH T4 9       | SQ YD           | 747.000 X    | =          | =     | =           | =   |
| 48301000    | PROTECTIVE COAT       | SQ YD           | 1,000.000 X  | =          | =     | =           | =   |
| 550B0050    | STORM SEW CL B 1 12   | FOOT            | 10.000 X     | =          | =     | =           | =   |
| 56400400    | FIRE HYDNTS RELOCATED | EACH            | 2.000 X      | =          | =     | =           | =   |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| 56500600    | DOM WAT SER BOX ADJ   | EACH            | 12.000    | X          | =     | =           | =   |
| 60107700    | PIPE UNDERDRAINS 6    | FOOT            | 200.000   | X          | =     | =           | =   |
| 60200105    | CB TA 4 DIA T1F OL    | EACH            | 12.000    | X          | =     | =           | =   |
| 60218400    | MAN TA 4 DIA T1F CL   | EACH            | 3.000     | X          | =     | =           | =   |
| 60406000    | FR & LIDS T1 OL       | EACH            | 11.000    | X          | =     | =           | =   |
| 60604100    | COMB CC&G TB6.12 MOD  | FOOT            | 3,300.000 | X          | =     | =           | =   |
| 67100100    | MOBILIZATION          | L SUM           | 1.000     | X          | =     | =           | =   |
| 70102620    | TR CONT & PROT 701501 | L SUM           | 1.000     | X          | =     | =           | =   |
| 70102642    | TR CONT & PROT 701801 | EACH            | 26.000    | X          | =     | =           | =   |
| 70300210    | TEMP PVT MK LTR & SYM | SQ FT           | 44.000    | X          | =     | =           | =   |
| 70300220    | TEMP PVT MK LINE 4    | FOOT            | 2,000.000 | X          | =     | =           | =   |
| 70300240    | TEMP PVT MK LINE 6    | FOOT            | 500.000   | X          | =     | =           | =   |
| 70300280    | TEMP PVT MK LINE 24   | FOOT            | 151.000   | X          | =     | =           | =   |
| 72000100    | SIGN PANEL T1         | SQ FT           | 50.000    | X          | =     | =           | =   |
| 72800100    | TELES STL SIN SUPPORT | FOOT            | 600.000   | X          | =     | =           | =   |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| 78000100    | THPL PVT MK LTR & SYM | SQ FT           | 44.000    |            |       |             |     |
| 78000200    | THPL PVT MK LINE 4    | FOOT            | 2,620.000 |            |       |             |     |
| 78000400    | THPL PVT MK LINE 6    | FOOT            | 100.000   |            |       |             |     |
| 78000600    | THPL PVT MK LINE 12   | FOOT            | 960.000   |            |       |             |     |
| 78000650    | THPL PVT MK LINE 24   | FOOT            | 104.000   |            |       |             |     |
| 80400100    | ELECT SERV INSTALL    | EACH            | 1.000     |            |       |             |     |
| 80400200    | ELECT UTIL SERV CONN  | L SUM           | 1.000     | 1,000      | 00    | 1,000       | 00  |
| 81028200    | UNDRGRD C GALVS 2     | FOOT            | 20.000    |            |       |             |     |
| 81028240    | UNDRGRD C GALVS 4     | FOOT            | 60.000    |            |       |             |     |
| 81028710    | UNDRGRD C CNC 3/4     | FOOT            | 1,550.000 |            |       |             |     |
| 81028720    | UNDRGRD C CNC 1       | FOOT            | 2,250.000 |            |       |             |     |
| 81028750    | UNDRGRD C CNC 2       | FOOT            | 200.000   |            |       |             |     |
| 81702100    | EC C XLP USE 1C 12    | FOOT            | 1,900.000 |            |       |             |     |
| 81702110    | EC C XLP USE 1C 10    | FOOT            | 5,000.000 |            |       |             |     |
| 81702120    | EC C XLP USE 1C 8     | FOOT            | 800.000   |            |       |             |     |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY    | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
|             |                       |                 |             | DOLLARS    | CENTS | DOLLARS     | CTS |
| 81702130    | EC C XLP USE 1C 6     | FOOT            | 8,750.000 X |            |       |             |     |
| 81702180    | EC C XLP USE 1C 3/0   | FOOT            | 210.000 X   |            |       |             |     |
| 82500370    | LT CONT BASEM 240V200 | EACH            | 1.000 X     |            |       |             |     |
| 83600200    | LIGHT POLE FDN 24D    | FOOT            | 78.000 X    |            |       |             |     |
| 84200500    | REM LT UNIT SALV      | EACH            | 1,000 X     |            |       |             |     |
| 84200804    | REM POLE FDN          | EACH            | 4.000 X     |            |       |             |     |
| 84400105    | RELOC EX LT UNIT      | EACH            | 3.000 X     |            |       |             |     |
| 84500110    | REMOV LIGHTING CONTR  | EACH            | 1.000 X     |            |       |             |     |
| 84500120    | REMOV ELECT SERV INST | EACH            | 1.000 X     |            |       |             |     |
| 88600600    | DET LOOP REPL         | FOOT            | 200.000 X   |            |       |             |     |
| 89502300    | REM ELCBL FR CON      | FOOT            | 1,800.000 X |            |       |             |     |
| 89502380    | REMOV EX HANDHOLE     | EACH            | 1.000 X     |            |       |             |     |

TOTAL \$

NOTE: \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*



ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 61B53

ECMS002 DTGECM03 ECMR003 PAGE  
RUN DATE - 06/22/15  
RUN TIME - 183024

FAU 1472  
12-00080-00-RS (RIVERSIDE)  
COOK

NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

A. Article 50 of the 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**

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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 \_\_\_

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**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Project TE-M-4003(093)  
Route FAU 1472 (East Burlington Street)  
District 1 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. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Project TE-M-4003(093)  
Route FAU 1472 (East Burlington Street)  
District 1 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.



Return with Bid

Division of Highways
Proposal Bid Bond

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 _____<br>(Percent) _____ (Dollar Amount) |
| Project _____          |  |
| County _____           |  |
| Letting Date _____     |  |
| Contract No. _____     |  |
| Letting Item No. _____ |  |

**(4) Assurance**

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

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

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

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





# Illinois Department of Transportation

## DBE Participation Statement

Subcontractor Registration Number \_\_\_\_\_

Letting \_\_\_\_\_

### Participation Statement

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

#### (1) Instructions

Contract No. \_\_\_\_\_

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

#### (2) Work:

**Please indicate:** J/V \_\_\_\_\_ Manufacturer \_\_\_\_\_ Supplier (60%) \_\_\_\_\_ Subcontractor \_\_\_\_\_ Trucking \_\_\_\_\_

| Pay Item No. | Description (Anticipated items for trucking)* | Quantity | Unit Price | Total |
|--------------|---|----------|------------|-------|
|              |   |          |            |       |
|              |   |          |            |       |
|              |   |          |            |       |
|              |   |          |            |       |
|              |   |          |            |       |
| <b>Total</b> |   |          |            |       |

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

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

\*Applies to trucking only

#### (4) Commitment

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

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

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1<sup>st</sup> Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

\_\_\_\_\_  
Signature for Contractor \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> Tier

\_\_\_\_\_  
Signature for DBE Firm \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> Tier

Date \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

E \_\_\_\_\_

WC \_\_\_\_\_

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

# PROPOSAL ENVELOPE



## PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |

Submitted By:

|           |
|-----------|
| Name:     |
| Address:  |
|           |
|           |
| Phone No. |

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Project TE-M-4003(093)  
Route FAU 1472 (East Burlington Street)  
District 1 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.**

|   |
|---|
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> |
| Name of Subcontracting Company  |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> |
| Authorized Officer  |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> |
| Date  |

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. **The forms must be included with each bid.**

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

|   |       |
|---|-------|
| <b>FOR INDIVIDUAL (type or print information)</b>   |       |
| <b>NAME:</b>  | _____ |
| <b>ADDRESS</b>  | _____ |
| <b>Type of ownership/distributable income share:</b>  |       |
| 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 \_\_\_

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

---

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

---

**RETURN WITH SUBCONTRACT**

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

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

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

**3 Communication Disclosure.**

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

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

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

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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 31, 2015. 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. 61B53  
COOK County  
Section 12-00080-00-RS (Riverside)  
Project TE-M-4003(093)  
Route FAU 1472 (East Burlington Street)  
District 1 Construction Funds**

**This project consists of 0.91 miles of roadway resurfacing and streetscaping on East Burlington Street from Longcommon Road to Harlem Avenue in the Village of Riverside.**

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,  
Acting Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

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**LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS**

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| LR SD12     |             | <input type="checkbox"/> Slab Movement Detection Device   | Nov. 11, 1984    | Jan. 1, 2007   |
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| LR 107-2    |             | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings   | Mar. 1, 2005     | Jan. 1, 2006   |
| LR 107-4    | 103         | <input checked="" type="checkbox"/> Insurance   | Feb. 1, 2007     | Aug. 1, 2007   |
| LR 108      |             | <input type="checkbox"/> Combination Bids   | Jan. 1, 1994     | Mar. 1, 2005   |
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| LR 212      |             | <input type="checkbox"/> Shaping Roadway  | Aug. 1, 1969     | Jan. 1, 2002   |
| LR 355-1    |             | <input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix   | Oct. 1, 1973     | Jan. 1, 2007   |
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| LR 400-1    |             | <input type="checkbox"/> Bituminous Treated Earth Surface   | Jan. 1, 2007     | Apr. 1, 2012   |
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| LR 400-3    |             | <input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling   | Jan. 1, 2012     |                |
| LR 400-4    |             | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt   | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 400-5    |             | <input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt  | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 400-6    |             | <input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt  | June 1, 2012     |                |
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| LR 403-2    |             | <input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat  | Aug. 1, 1969     | Jan. 1, 2007   |
| LR 406      |             | <input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout   | Jan. 1, 2008     |                |
| LR 420      |             | <input type="checkbox"/> PCC Pavement (Special)   | May 12, 1964     | Jan. 2, 2007   |
| LR 442      |             | <input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use   | Jan. 1, 2004     | Jun. 1, 2007   |
| LR 451      |             | <input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt   | Oct. 1, 1991     | Jan. 1, 2007   |
| LR 503-1    |             | <input type="checkbox"/> Furnishing Class SI Concrete   | Oct. 1, 1973     | Jan. 1, 2002   |
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| LR 542      |             | <input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)  | Sep. 1, 1964     | Jan. 1, 2007   |
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| LR 1000-2   |             | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures     | June 1, 2012     |                |
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| LR 1032-1   |             | <input type="checkbox"/> Emulsified Asphalts  | Jan. 1, 2007     | Feb. 7, 2008   |
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## BDE SPECIAL PROVISIONS

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

| <u>File Name</u> | <u>Pg.</u> |   | <u>Special Provision Title</u>  | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|---|------------------|----------------|
| 80240            |            |   | Above Grade Inlet Protection  | July 1, 2009     | Jan. 1, 2012   |
| 80099            |            |   | Accessible Pedestrian Signals (APS)   | April 1, 2003    | Jan. 1, 2014   |
| 80274            |            |   | Aggregate Subgrade Improvement  | April 1, 2012    | Jan. 1, 2013   |
| 80192            |            |   | Automated Flagger Assistance Device   | Jan. 1, 2008     |                |
| * 80173          | 104        | X | Bituminous Materials Cost Adjustments   | Nov. 2, 2006     | July 1, 2015   |
| 80241            |            |   | Bridge Demolition Debris  | July 1, 2009     |                |
| 50261            |            |   | Building Removal-Case I (Non-Friable and Friable Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| 50481            |            |   | Building Removal-Case II (Non-Friable Asbestos)   | Sept. 1, 1990    | April 1, 2010  |
| 50491            |            |   | Building Removal-Case III (Friable Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| 50531            |            |   | Building Removal-Case IV (No Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| * 80360          | 107        | X | Coarse Aggregate Quality  | July 1, 2015     |                |
| 80310            |            |   | Coated Galvanized Steel Conduit   | Jan. 1, 2013     | Jan. 1, 2015   |
| 80341            |            |   | Coilable Nonmetallic Conduit  | Aug. 1, 2014     | Jan. 1, 2015   |
| 80198            |            |   | Completion Date (via calendar days)   | April 1, 2008    |                |
| 80199            |            |   | Completion Date (via calendar days) Plus Working Days   | April 1, 2008    |                |
| 80293            |            |   | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet   | April 1, 2012    | April 1, 2015  |
| 80294            |            |   | Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet | April 1, 2012    | April 1, 2014  |
| 80311            |            |   | Concrete End Sections for Pipe Culverts   | Jan. 1, 2013     |                |
| 80334            | 109        | X | Concrete Gutter, Curb, Median, and Paved Ditch  | April 1, 2014    | Aug. 1, 2014   |
| 80277            |            |   | Concrete Mix Design – Department Provided   | Jan. 1, 2012     | Jan. 1, 2014   |
| 80261            | 110        | X | Construction Air Quality – Diesel Retrofit  | June 1, 2010     | Nov. 1, 2014   |
| 80335            | 113        | X | Contract Claims   | April 1, 2014    |                |
| 80029            | 114        | X | Disadvantaged Business Enterprise Participation   | Sept. 1, 2000    | Jan. 2, 2015   |
| 80358            | 125        | X | Equal Employment Opportunity  | April 1, 2015    |                |
| 80265            | 129        | X | Friction Aggregate  | Jan. 1, 2011     | Nov. 1, 2014   |
| * 80229          |            |   | Fuel Cost Adjustment  | April 1, 2009    | July 1, 2015   |
| 80329            |            |   | Glare Screen  | Jan. 1, 2014     |                |
| 80304            |            |   | Grooving for Recessed Pavement Markings   | Nov. 1, 2012     | Aug. 1, 2014   |
| 80246            | 133        | X | Hot-Mix Asphalt – Density Testing of Longitudinal Joints  | Jan. 1, 2010     | April 1, 2012  |
| 80322            |            |   | Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements  | Nov. 1, 2013     | Nov. 1, 2014   |
| 80323            |            |   | Hot-Mix Asphalt – Mixture Design Verification and Production  | Nov. 1, 2013     | Nov. 1, 2014   |
| * 80347          |            |   | Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling                                      | Nov. 1, 2014     | July 1, 2015   |
| 80348            | 135        | X | Hot-Mix Asphalt – Prime Coat  | Nov. 1, 2014     |                |
| 80315            |            |   | Insertion Lining of Culverts  | Jan. 1, 2013     | Nov. 1, 2013   |
| 80351            |            |   | Light Tower   | Jan. 1, 2015     |                |
| 80336            |            |   | Longitudinal Joint and Crack Patching   | April 1, 2014    |                |
| 80324            |            |   | LRFD Pipe Culvert Burial Tables   | Nov. 1, 2013     | April 1, 2015  |
| 80325            | 140        | X | LRFD Storm Sewer Burial Tables  | Nov. 1, 2013     | April 1, 2015  |
| 80045            |            |   | Material Transfer Device  | June 15, 1999    | Aug. 1, 2014   |
| 80342            |            |   | Mechanical Side Tie Bar Inserter  | Aug. 1, 2014     | Jan. 1, 2015   |
| 80165            |            |   | Moisture Cured Urethane Paint System  | Nov. 1, 2006     | Jan. 1, 2010   |
| 80337            |            |   | Paved Shoulder Removal  | April 1, 2014    |                |
| 80349            |            |   | Pavement Marking Blackout Tape  | Nov. 1, 2014     |                |
| 80298            |            |   | Pavement Marking Tape Type IV   | April 1, 2012    |                |
| 80254            | 150        | X | Pavement Patching   | Jan. 1, 2010     |                |
| 80352            | 151        | X | Pavement Striping - Symbols   | Jan. 1, 2015     |                |

| <u>File Name</u> | <u>Pg.</u> | <u>Special Provision Title</u>  | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|------------------|----------------|
| 80359            |            | Portland Cement Concrete Bridge Deck Curing                           | April 1, 2015    |                |
| 80353            |            | Portland Cement Concrete Inlay or Overlay                             | Jan. 1, 2015     | April 1, 2015  |
| 80338            |            | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching       | April 1, 2014    |                |
| 80343            |            | Precast Concrete Handhole   | Aug. 1, 2014     |                |
| 80300            |            | Preformed Plastic Pavement Marking Type D - Inlaid                    | April 1, 2012    |                |
| 80328            | 152        | X Progress Payments   | Nov. 2, 2013     |                |
| 34261            |            | Railroad Protective Liability Insurance                               | Dec. 1, 1986     | Jan. 1, 2006   |
| 80157            | 153        | X Railroad Protective Liability Insurance (5 and 10)                  | Jan. 1, 2006     |                |
| 80306            |            | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012     | Jan. 2, 2015   |
| 80350            | 155        | X Retroreflective Sheeting for Highway Signs                          | Nov. 1, 2014     |                |
| 80327            | 157        | X Reinforcement Bars  | Nov. 1, 2013     |                |
| 80344            |            | Rigid Metal Conduit   | Aug. 1, 2014     |                |
| 80354            | 159        | X Sidewalk, Corner, or Crosswalk Closure                              | Jan. 1, 2015     | April 1, 2015  |
| 80340            |            | Speed Display Trailer   | April 2, 2014    |                |
| * 80127          |            | Steel Cost Adjustment   | April 2, 2004    | July 1, 2015   |
| 80317            |            | Surface Testing of Hot-Mix Asphalt Overlays                           | Jan. 1, 2013     |                |
| * 80355          |            | Temporary Concrete Barrier  | Jan. 1, 2015     | July 1, 2015   |
| 80301            |            | Tracking the Use of Pesticides  | Aug. 1, 2012     |                |
| 80356            |            | Traffic Barrier Terminals Type 6 or 6B                                | Jan. 1, 2015     |                |
| 20338            |            | Training Special Provisions   | Oct. 15, 1975    |                |
| 80318            |            | Traversable Pipe Grate  | Jan. 1, 2013     | April 1, 2014  |
| 80345            |            | Underpass Luminaire   | Aug. 1, 2014     | April 1, 2015  |
| * 80357          |            | Urban Half Road Closure with Mountable Median                         | Jan. 1, 2015     | July 1, 2015   |
| 80346            |            | Waterway Obstruction Warning Luminaire                                | Aug. 1, 2014     | April 1, 2015  |
| 80288            | 160        | X Warm Mix Asphalt  | Jan. 1, 2012     | Nov. 1, 2014   |
| * 80302          | 162        | X Weekly DBE Trucking Reports   | June 2, 2012     | April 2, 2015  |
| 80289            |            | Wet Reflective Thermoplastic Pavement Marking                         | Jan. 1, 2012     |                |
| 80071            | 162        | X Working Days  | Jan. 1, 2002     |                |

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

| <u>File Name</u> | <u>Special Provision Title</u>                           | <u>New Location</u>                                 | <u>Effective</u> | <u>Revised</u> |
|------------------|--|---|------------------|----------------|
| 80292            | Coarse Aggregate in Bridge Approach Slabs/Footings       | Articles 1004.01(b) and 1004.02(f)                  | April 1, 2012    | April 1, 2013  |
| 80303            | Granular Materials                                       | Articles 1003.04, 1003.04(c), and 1004.05(c)        | Nov. 1, 2012     |                |
| 80330            | Pavement Marking for Bike Symbol                         | Article 780.14                                      | Jan. 1, 2014     |                |
| 80331            | Payrolls and Payroll Records                             | Recurring CS #1 and #5                              | Jan. 1, 2014     |                |
| 80332            | Portland Cement Concrete – Curing of Abutments and Piers | Article 1020.13                                     | Jan. 1, 2014     |                |
| 80326            | Portland Cement Concrete Equipment                       | Article 1103.03(a)(5)                               | Nov. 1, 2013     |                |
| 80281            | Quality Control/Quality Assurance of Concrete Mixtures   | Recurring CS #31                                    | Jan. 1, 2012     | Jan. 1, 2014   |
| 80283            | Removal and Disposal of Regulated Substances             | Articles 669.01, 669.08, 669.09, 669.14, and 669.16 | Jan. 1, 2012     | Nov. 2, 2012   |
| 80319            | Removal and Disposal of Surplus Materials                | Article 202.03                                      | Nov. 2, 2012     |                |
| 80307            | Seeding  | Article 250.07                                      | Nov. 1, 2012     |                |
| 80339            | Stabilized Subbase                                       | Article 312.06                                      | April 1, 2014    |                |
| 80333            | Traffic Control Setup and Removal Freeway/Expressway     | Articles 701.18(l) and 701.19(a)                    | Jan. 1, 2014     |                |



The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

**STATE OF ILLINOIS**  
**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015, indicated on the Check Sheet included herein; all of which apply to and govern the construction of: East Burlington Street from Long Common Road to Harlem Avenue, Section No. 12-00080-00-RS, Contract No. 61B53, in the Village of Riverside, Cook County, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

**LOCATION OF PROJECT**

These improvements are located in the Village of Riverside, Cook County, Illinois, along East Burlington Street from Long Common Road to Harlem Avenue. The net and gross length is 4785 lineal feet (0.91 miles).

**PROJECT DESCRIPTION**

This work consists of 3" Hot-Mix Asphalt Surface Removal and replacement with a 1" leveling binder course and 2" surface course, as well as drainage structure improvements, curb and gutter replacement, and sidewalk improvements, as needed, and encompasses ADA improvements, roadway patching, and thermoplastic pavement markings. In addition this work consists of a streetscape project from Longcommon to approximately 900 feet east of Longcommon. The streetscape project includes replacing existing sidewalks with permeable concrete pavers, new amenities and enhanced landscaping elements. Proposed streetscape improvements included, but are not limited to, limestone planter boxes, perennials, trees, shrubs, trash receptacles, recycle bins, benches, drinking fountains and lighted bollards.

**DEFINITION OF TERMS**

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 the following should be added:

ENGINEER - shall be the representative firm of Christopher B. Burke Engineering, Ltd. as ENGINEER employed by the OWNER.

OWNER - shall be the Village of Riverside

MUNICIPALITY - shall be the Village of Riverside.

DEPARTMENT - shall be the Illinois Department of Transportation

VILLAGE - shall be the Village of Riverside.

**PERMIT**

No permits will be required.

**VANDALISM**

Special attention is called to the Special Provision for "Inspection" as well as Article 107.30 of the "Standard Specifications". **Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment.** The Village of Riverside shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage. The ENGINEER and VILLAGE will not be responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the CONTRACTOR's responsibility.

**USE OF FIRE HYDRANTS**

The CONTRACTOR may not use the Village's fire hydrants without obtaining a water meter from the Village Hall. A \$1,500 water meter deposit will be required. The CONTRACTOR shall reimburse the Village for all water used on the project and will be charged in accordance with the current water usage rates which are \$8.57 per unit.

**MAILBOXES**

Adjacent to the construction operations (not limited to grinding, paving, driveway work, curb and gutter removal and replacement) and off the back of curb are decorative mailbox structures. It shall be the CONTRACTOR's responsibility to protect these decorative mailboxes while performing work adjacent to them. The cost to protect these mailboxes shall be included in the overall cost of the contract and will not be measured and paid for separately. Any damage to these mailboxes caused by the CONTRACTOR during the contract shall be repaired by the CONTRACTOR to the satisfaction of the ENGINEER and at no additional cost to the DEPARTMENT, VILLAGE or Resident.

**STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987  
 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

| Name of Utility        | Location  | Type       | Estimated Duration of Time for the Completion of Relocation or Adjustments |
|------------------------|---|------------|--|
| AT&T (DISTRIBUTION)    | None  | Telephone  | No Conflicts Anticipated   |
| COMCAST                | West side E. Burlington and N. Herbert Rd intersection  | Television | No Conflicts Anticipated   |
| COMED                  | 12kV underground/conduit Northside of E. Burlington, between Longcommon and Cowley. Eastside E. Burlington and N. Herbert Rd intersection. Eastside E. Burlington and Delaplaine intersection                 | Electric   | No Conflicts Anticipated   |
| LEVEL 3 COMMUNICATIONS | None  | Telephone  | No Conflicts Anticipated   |
| MWRD                   | None  | Sewer      | No Conflicts Anticipated   |
| NICOR GAS              | South side of E. Burlington between Longcommon and Delaplaine. North side of E. Burlington between Delaplaine and Harlem. Intersection of Burlington and Cowley and Intersection of Burlington and Delaplaine | Gas        | No Conflicts Anticipated   |

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

1. Proposed right of way is clear for contract award.
2. Final plans have been sent to and received by the utility company.

3. Utility permit is received by the Department and the Department is ready to issue said permit.
4. If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
5. Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

**MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

**MAINTENANCE OF EXISTING UTILITIES**

The CONTRACTOR shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The CONTRACTOR shall give prior notification to the utility companies of his intention to begin work. The CONTRACTOR shall also call J.U.L.I.E. at 1-800-892-0123 and the VILLAGE at 708-442-3590 to mark the location of underground utilities.

**UTILITY POLES AND UTILITY VAULTS**

The CONTRACTOR shall coordinate with the utility company so the project can be completed with no additional working days allowed for the coordination. This coordination shall be included in the cost of the Contract.



**BENCHES**

**Description.** This work shall consist of furnishing and installing the benches in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the CONTRACTOR for approval prior to installation.

**Construction Requirements:** The benches shall be TVictor Stanley Model C-10, 6' length, color, Black, Maple colored Recycled Plastic Wood Slats.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per EACH for BENCHES, which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

## BOLLARDS

**Description.** This work shall consist of furnishing and installing an LED lighted bollard and associated concrete foundation where shown on the Contract Drawings.

All work related material and labor to the installation of the LED lighted bollard shall be included (bollard, concrete foundation, excavation, backfill, disposal of surplus excavate material, etc.)

**Materials.** All materials shall be in accordance with the contract plan drawings and Sections 1066 and 1070 of the Standard Specifications. All materials shall be in accordance with the contract plan drawings and requirements.

**Construction Requirements.** The bollard shall be installed in accordance with manufacture's recommendations. All work shall be installed as shown on the contract plan drawings, N.E.C., and in accordance with Sections 801, 810, 817, 821, 830 and 836 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for BOLLARDS, which shall be payment in full for all work listed herein.

### CONCRETE EDGE RESTRAINT

**Description.** This work shall consist of placing concrete edge restraint pavers on a compacted subbase in the transition between outer edge of concrete pavers to the face of the building, and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications and as specified herein.

**Construction Requirements.** CONCRETE EDGE RESTRAINT FOR PAVERS shall be placed on 2 inches of material conforming to Subbase Granular Material, Type B. Expansion joints  $\frac{3}{4}$ " thick shall be placed at intervals of not more than 50 feet. All required excavation shall be included.

**Method of Measurement.** Shall be per Article 424.12, except EARTH EXCAVATION and SUBBASE GRANULAR MATERIAL, TYPE B will not be measured for payment.

**Basis of Payment.** This work will be paid for at the contract unit price per FOOT for CONCRETE EDGE RESTRAINT which price shall include all required expansion joints, special texturing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, compacted subbase granular material, and required excavation.

### CONCRETE PAVERS, TYPE A

**Quality Assurance:** Installation shall be by a CONTRACTOR and crew with at least one year of experience in placing permeable concrete pavers on projects of similar size.

**Submittals:** Full size samples of permeable concrete paving units shall be submitted to indicate color and shape selections. Color will be selected by the ENGINEER. Sieve analysis for grading of bedding and joint opening aggregates shall be submitted. Color of opening aggregates will be selected by the ENGINEER.

A 9 ft. x 9 ft. (2.5m x 2.5m) paver area shall be installed prior to full installation. This area will be used to determine joint sizes, lines, laying pattern(s), color(s), and texture of the project.

**Permeable Pavers:** Pavers shall meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa). Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C 67, with no breakage greater than 1.0% loss in dry weight of any individual unit. This test method shall be conducted not more than 12 months prior to delivery of units. Pigment in concrete pavers shall conform to ASTM C 979. ACI Report No. 212.3R provides guidance on the use of pigments.

**Pavers for walkways adjoining buildings** shall be Town Hall with endure color plus, Color to be Old Oak, as manufactured by Unilock.

The granular subbase material shall consist of granular material graded in accordance with ASTM D 2940.

The granular base material shall be crushed stone conforming to ASTM C 33 No 57.

The granular bedding and void opening aggregates material shall be graded in accordance with the requirements of ASTM D 33 No 8. Aggregate materials used in the construction of permeable pavements shall be clean, have zero plasticity and contain no No. 200 sieve size materials. The aggregate materials must serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

**Sub Grade Preparation:** Do not install bedding aggregates or pavers during heavy rain or snowfall. Do not install bedding aggregates and pavers over frozen base materials. Do not install frozen bedding aggregates.

The site must be stripped of all topsoil and other objectionable materials to the grades specified. All sub-drainage of underground services within the pavement area must be completed in conjunction with subgrade preparation and before the commencement of subbase construction.

After trimming to the grades specified, the pavement area is to be proof rolled to a percentage of Standard Proctor Maximum Dry Density. Any soft spots or localized pockets of objectionable material excavated and properly replaced with approved granular material.

The subgrade shall be trimmed to within 0 to 3/8 in. (0 to 10 mm) of the specified grades. The surface of the prepared subgrade shall not deviate by more than 3/8 in. (10 mm) from the bottom edge 39 in. (1 m) straight edge laid in any direction.

The CONTRACTOR shall insure that the prepared subgrade is protected from damage from inundation by surface water. No traffic shall be allowed to cross the prepared subgrade. Repair of any damage resulting shall be the responsibility of the CONTRACTOR and shall be repaired.

**Granular Sub-base and Base Installation:** Aggregate subbase and base shall be placed in uniform lifts not exceeding 6 in (150 mm) loose thickness and roller compacted according to the AASHTO guidelines for installing open graded aggregates. The granular base shall be trimmed to within 0 to 3/8 in. (0 to 10 mm) of the specified grade.

**Paver Installation:** Spread the bedding aggregate evenly over the base course and screed to a nominal 1 1/2 in. to 2 in. (28 mm to 51 mm) thickness. The bedding aggregate should not be disturbed. Place sufficient bedding aggregate to stay ahead of the laid pavers. Do not use the bedding aggregate to fill depressions in the base surface. Pavers shall be free of foreign material before installation.

Lay the pavers in the pattern(s) as shown on the drawings. Full pavers are to be laid first. The pavers should be laid hand tight. Maintain straight pattern lines and adjust as necessary.

Units cut no smaller than one-third of a whole paver will be accepted along edges subject to vehicular traffic. Pavers to be placed along the edge shall be cut with a masonry saw. Upon completion of cutting, the area must be swept clean of all debris to facilitate inspection and to ensure pavers are not damaged during compaction. Low amplitude, high frequency plate compactor shall be used to compact the pavers. Use of a urethane plate compactor pad is recommended to minimize any scuffing of the paving stone surface. The pavers shall be compacted and the bedding aggregates shall be swept into all joints and void openings until they are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft. (1 m) of the unrestrained edges of the paving units. All work to within 3 ft. (1 m) of the laying face must be left fully compacted at the completion of each day. Excess surface bedding and void opening aggregates shall be swept off when the job is complete. The final surface elevations shall not deviate, more than 3/8 in. (10 mm) under a 10 ft. (3 m) long straight edge. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

The CONTRACTOR shall install the pavers may be 1/8 to 1/4 inch above the final elevations after compaction. This difference in initial and final elevations is to compensate for possible minor settling.

POLYMERIC JOINT SAND shall be:

Joint Lock Paver Finishing Sand supplied by;

Package Pavement Co., Inc.  
675 Leetown Road, PO Box 408  
Stormville, NY 12582  
(800) 724-8193  
FAX (845) 221-0433

Prior to application of Joint-Lock Sand, make sure the surface is dry and the paver joints are clean. (CAUTION: Do not apply when stones are damp as sand will bond to the surface of the pavers.)

Pour sand evenly over the area. Sweep the sand repeatedly over the paver stone joints until they are completely filled with sand.

Once the joints are filled, remove all excess sand from the surface of the paving stones, especially the tops of the pavers next to the joint lines.

All work to within three feet of the installed face must be left fully compacted with sand-filled joints at the completion of each day.

Moisten the area with a wide, light spray, allowing water to flood into the paver joints. (Repeat this step 2-3 times at 10 minute intervals)

Let dry, without traffic, for approximately 18-24 hours. Protect the surface from rain during this time for best results.

Sweep off excess sand when the job is complete. CONTRACTOR shall return to the site one month after installation is complete to inspect polymeric sand in joints. CONTRACTOR is responsible for adding additional polymeric sand to fill joints where necessary.

The final surface elevations shall not deviate more than 3/8 inch under a 10 foot long straightedge.

The surface elevation of pavers shall be 1/8 to 1/4 inch above adjacent drainage inlets, concrete curbs or retaining edge.

After removal of excess sand, check final elevations for conformance to the drawings.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract unit price per SQUARE FOOT for: CONCRETE PAVERS, TYPE A. Unit prices shall include the cost of all labor, materials, and equipment necessary to install the CONCRETE PAVERS, TYPE A as detailed in the plans and to the satisfaction of the ENGINEER.

### CONCRETE PAVERS, TYPE B

**Quality Assurance:** Installation shall be by a CONTRACTOR and crew with at least one year of experience in placing permeable concrete pavers on projects of similar size.

**Submittals:** Full size samples of permeable concrete paving units shall be submitted to indicate color and shape selections. Color will be selected by the ENGINEER. Sieve analysis for grading of bedding and joint opening aggregates shall be submitted. Color of opening aggregates will be selected by the ENGINEER.

A 9 ft. x 9 ft. (2.5m x 2.5m) paver area shall be installed prior to full installation. This area will be used to determine joint sizes, lines, laying pattern(s), color(s), and texture of the project.

**Permeable Pavers:** Pavers shall meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa). Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C 67, with no breakage greater than 1.0% loss in dry weight of any individual unit. This test method shall be conducted not more than 12 months prior to delivery of units. Pigment in concrete pavers shall conform to ASTM C 979. ACI Report No. 212.3R provides guidance on the use of pigments.

**Permeable Pavers for walkways adjoining street** shall be Town Hall Permeable with endure color plus, Color to be Old Oak, as manufactured by Unilock.

**Pavers for 10" x 10" ribbon** shall be 10" x 10" Eco-Priora with endure color plus, Color to be Old Oak with an enamel finish, as manufactured by Unilock..

The granular subbase material shall consist of granular material graded in accordance with ASTM D 2940.

The granular base material shall be crushed stone conforming to ASTM C 33 No 57.

The granular bedding and void opening aggregates material shall be graded in accordance with the requirements of ASTM D 33 No 8. Aggregate materials used in the construction of permeable pavements shall be clean, have zero plasticity and contain no No. 200 sieve size materials. The aggregate materials must serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

**Sub Grade Preparation:** Do not install bedding aggregates or pavers during heavy rain or snowfall. Do not install bedding aggregates and pavers over frozen base materials. Do not install frozen bedding aggregates.

The site must be stripped of all topsoil and other objectionable materials to the grades specified. All sub-drainage of underground services within the pavement area must be completed in conjunction with subgrade preparation and before the commencement of subbase construction.

After trimming to the grades specified, the pavement area is to be proof rolled to a percentage of Standard Proctor Maximum Dry Density. Any soft spots or localized pockets of objectionable material excavated and properly replaced with approved granular material.

The subgrade shall be trimmed to within 0 to 3/8 in. (0 to 10 mm) of the specified grades. The surface of the prepared subgrade shall not deviate by more than 3/8 in. (10 mm) from the bottom edge 39 in. (1 m) straight edge laid in any direction.

The CONTRACTOR shall insure that the prepared subgrade is protected from damage from inundation by surface water. No traffic shall be allowed to cross the prepared subgrade. Repair of any damage resulting shall be the responsibility of the CONTRACTOR and shall be repaired.

**Granular Sub-base and Base Installation:** Aggregate subbase and base shall be placed in uniform lifts not exceeding 6 in (150 mm) loose thickness and roller compacted according to the AASHTO guidelines for installing open graded aggregates. The granular base shall be trimmed to within 0 to 3/8 in. (0 to 10 mm) of the specified grade.

**Paver Installation:** Spread the bedding aggregate evenly over the base course and screed to a nominal 1 1/2 in. to 2 in. (28 mm to 51 mm) thickness. The bedding aggregate should not be disturbed. Place sufficient bedding aggregate to stay ahead of the laid pavers. Do not use the bedding aggregate to fill depressions in the base surface. Pavers shall be free of foreign material before installation. Units cut no smaller than one-third of a whole paver will be accepted along edges subject to vehicular traffic. Pavers to be placed along the edge shall be cut with a masonry saw. Upon completion of cutting, the area must be swept clean of all debris to facilitate inspection and to ensure pavers are not damaged during compaction. Low amplitude, high frequency plate compactor shall be used to compact the pavers. Use of a urethane plate compactor pad is recommended to minimize any scuffing of the paving stone surface. The pavers shall be compacted and the bedding aggregates shall be swept into all joints and void openings until they are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft. (1 m) of the unrestrained edges of the paving units. All work to within 3 ft. (1 m) of the laying face must be left fully compacted at the completion of each day. Excess surface bedding and void opening aggregates shall be swept off when the job is complete. The final surface elevations shall not deviate, more than 3/8 in. (10 mm) under a 10 ft. (3 m) long straight edge. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

**Method of Measurement and Basis of Payment Basis of Payment:** This work will be paid for at the contract unit price per SQUARE FOOT for: CONCRETE PAVERS, TYPE B. Unit prices shall include the cost of all labor, materials, and equipment necessary to install the CONCRETE PAVERS, TYPE B as detailed in the plans and to the satisfaction of the ENGINEER.



**DRAINAGE STRUCTURES TO BE ADJUSTED**

**Description.** This work shall consist of adjusting manholes in accordance with Section 602 of the Standard Specifications and as specified herein.

For structures on radii, CONTRACTOR shall be responsible for offsetting the existing back of curb to assure that the new frame is placed in the same location.

Rubber adjustment rings are to be used on all structure adjustments. Rubber adjustment risers are to be used. Construction adhesive or approved equivalent will be placed between each ring and below the frame.

**Method of Measurement and Basis of Payment:** This work will be measured and paid for at the contract unit price per EACH for DRAINAGE STRUCTURES TO BE ADJUSTED. The unit price shall include all labor, material and equipment required to complete the work as specified herein.

**DRAINAGE STRUCTURES TO BE  
RECONSTRUCTED**

These items of work shall be performed as directed by the ENGINEER in conformance with applicable provisions of Sections 602 and 603 of the "Standard Specifications for Road and Bridge Construction." The word STRUCTURE shall be understood to mean catch basin, manhole, or valve vault. The new cone/slab top shall be pre-cast reinforced concrete.

It will be the CONTRACTOR'S responsibility to saw cut the area needed to do the work as specified herein. The CONTRACTOR shall be responsible for verifying size, inverts, and locations of existing sewers to be connected to proposed cone. The CONTRACTOR is responsible for installing a new half-trap if existing is damaged at no cost to the VILLAGE. This area will then be backfilled with CA-6, and shall be patched with 8" of P.C.C. Base Course. This work shall be incidental to this item. Frame shall be Type 1 with an Open Lid when structure is in the curb line. Frame shall be Type 1 with a Closed Lid when structure is in the pavement. New frames and closed lids in the pavement shall be Neenah R-1772-C with self sealing lids having the word "SANITARY" or "STORM" or "WATER" or "SEWER" cast into them as appropriate.

After backfilling around structure, contract shall place cold patch around the structure and maintain the patch until the 8" PCC Base Course has been poured.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract unit price EACH for DRAINAGE STRUCTURES TO BE RECONSTRUCTED. The unit price shall include all labor, material and equipment required to complete the work as specified herein.

**DRAINAGE STRUCTURE TO BE REMOVED**

Where directed by the Engineer, this item shall be performed in accordance with applicable provision of Section 605 of the "Standard Specifications for Road and Bridge Construction". The word STRUCTURE shall be understood to mean catch basin, manhole, inlet, valve vault, water vault and meter inclusive.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract unit price EACH for DRAINAGE STRUCTURES TO BE REMOVED.

**DRINKING FOUNTAIN**

**Description.** This work shall consist of furnishing and installing the drinking fountains in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the CONTRACTOR for approval prior to installation.

**Construction Requirements:** The drinking fountains shall be manufactured by Canterbury International, N.Y. Drinking Fountain with Dog Bowl, color, Black, with freeze proof. A water service line will be required and shall be tapped by the CONTRACTOR at the existing water main as indicated on the plans. The cost to complete this work shall be included in the cost of DRINKING FOUNTAIN

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per EACH for DRINKING FOUNTAIN, which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

### EXPOSED AGGREGATE SURFACE

**Description.** This work shall consist of placing Portland cement concrete sidewalk with exposed aggregate on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications and as specified herein.

**Construction Requirements.** Sidewalks shall be placed on 2 inches of material conforming to Subbase Granular Material, Type B. Expansion joints  $\frac{3}{4}$ " thick shall be placed at intervals of not more than 50 feet. At driveway apron locations, the depth of concrete shall be increased to 7-inches. All required excavation shall be included.

All work shall comply with Village Ordinance governing walkway construction within Riverside. CONTRACTOR shall obtain copies of this Ordinance from the VILLAGE. Exposed aggregate is required for all walkways within the Village central business district as shown on the details in the drawings.

**Method of Measurement.** Shall be per Article 424.12, except EARTH EXCAVATION and SUBBASE GRANULAR MATERIAL, TYPE B will not be measured for payment.

**Basis of Payment.** This work will be paid for at the contract unit price per SQUARE FOOT for EXPOSED AGGREGATE SURFACE which price shall include all required expansion joints, special texturing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, compacted subbase granular material, and required excavation.

### FLOOD LIGHTING UNIT

**Description.** This work shall consist of furnishing and installing an LED tree up-light in a raised planter bed where shown on the Contract Drawings.

All work related material and labor to the installation of the LED light assembly shall be included (fixture, matching architectural junction box, rigid galvanized steel conduit, transition coupling, excavation, backfill, disposal of surplus excavate material, etc.) The wiring and HDPE conduit will be paid for separately.

**Materials.** All materials shall be in accordance with the contract plan drawings and Section 1066 of the Standard Specifications. The junction box shall be supported by two (2) rigid galvanized steel conduits. The above grade conduits shall be primed and painted black with an approved exterior black paint. All materials shall be in accordance with the contract plan drawings and requirements.

**Construction Requirements.** All work shall be installed as shown on the contract plan drawings, N.E.C., and in accordance with Sections 801, 810, 811 and 817 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for FLOOD LIGHTING UNIT, which shall be payment in full for all work listed herein.

**GFCI 20 AMP DUPLEX RECEPTACLE**

**Description.** This work shall consist of furnishing and installing a ground mounted receptacle in a planter box to power to holiday tree lighting where shown on the Contract Drawings.

All related material and labor to the installation of the receptacle shall be included (device box, receptacle, in-use rated cover, rigid galvanized steel conduit, transition coupling, excavation, backfill, disposal of surplus excavate material, etc.) The wiring and HDPE conduit will be paid for separately.

**Materials.** The receptacle shall be 20 amp 120 volt GFI type installed in a single gang cast aluminum type "FD" device box with a die cast aluminum in-use rated weather proof cover as shown on the drawings. The box shall be supported by two (2) rigid galvanized steel conduits. The box, cover and above grade conduits shall be primed and painted black with an approved exterior black paint. All materials shall be in accordance with the contract plan drawings and requirements.

**Construction Requirements.** All work shall be installed as shown on the contract plan drawings, N.E.C., and in accordance with Sections 801, 810, 811 and 817 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for GFCI 20 AMP DUPLEX RECEPTACLE, which shall be payment in full for all work listed herein.

**HANDHOLE (SPECIAL)**

**Description.** This work shall consist of furnishing and installing a 12"x12"x12" deep composite concrete handhole as shown on the plans or directed by the Engineer. All work related to the installation of the handhole shall be included (excavation, installation of handhole and cover, gravel french drain, backfill, disposal of surplus excavate material, etc.)

**Materials.** All materials shall be in accordance with the contract plan drawings and requirements.

**Construction Requirements.** The handhole shall be precast constructed of polymer concrete. The box and lid shall meet or exceed ANSI Tier 15 loading requirements and also be tested in accordance with the latest edition of NASI/SCTE 77. The box shall be placed on 12" of crushed stone for drainage. The lid shall have a logo as shown on plans. All work shall be installed as shown on the contract plan drawings and in accordance with Sections 814 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for HANDHOLE (SPECIAL), which shall be payment in full for all work listed herein.



**HANDHOLE, COMPOSITE CONCRETE (SPECIAL)**

**Description.** This work shall consist of furnishing and installing a 11"x18"x18" deep composite concrete handhole as shown on the plans or directed by the Engineer. All work related to the installation of the handhole shall be included (excavation, installation of handhole and cover, gravel french drain, backfill, disposal of surplus excavate material, etc.)

**Materials.** All materials shall be in accordance with the contract plan drawings and requirements.

**Construction Requirements.** The handhole shall be precast constructed of polymer concrete. The box and lid shall meet or exceed ANSI Tier 15 loading requirements and also be tested in accordance with the latest edition of NASI/SCTE 77. The box shall be placed on 12" of crushed stone for drainage. The lid shall have a logo as shown on plans. All work shall be installed as shown on the contract plan drawings and in accordance with Sections 814 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for HANDHOLE, COMPOSITE CONCRETE (SPECIAL), which shall be payment in full for all work listed herein.

## IRRIGATION SYSTEM SPECIAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This work shall consist of furnishing and installing landscape irrigation as shown on the Contract Drawings or as directed by the Owner. The proposed irrigation shall be connected with a new irrigation system including pump and controller. This work shall include all material and labor required to install a complete functioning, automatic controlled irrigation system, including but not limited to piping and control valve wiring connections to proposed system, sprinkler piping/galvanized steel sleeves, electric and manual valves, composite concrete handholes, wiring, and drip tubing, water service, trench and backfill, etc.

#### 1.2 RELATED DOCUMENTS

- A. Drawings
- B. IDOT Standard Specifications for Road and Bridge Construction, Latest Edition

#### 1.3 DEFINITIONS

- A. Circuit Piping: Downstream from control valves to sprinklers and specialties. Piping is under pressure during flow.
- B. Irrigation Main Piping: Downstream from point of connection to service line piping including control valves. Piping is under system pump pressure.
- C. Supply Header: PVC pipe downstream of remote control valve with multiple connections to driplines.
- D. Flush Header: PVC pipe with multiple connections to driplines that forms the end of a drip zone.
- E. Drip Irrigation: Low-volume water delivery system utilizing in-line drip tubing, pressure-compensating emitters, low-volume sprays and bubblers or any combination of these products.
- F. The following are industry abbreviations for plastic materials:
  - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
  - 2. FRP: Fiberglass-reinforced plastic.
  - 3. PA: Polyamide (nylon) plastic.
  - 4. PE: Polyethylene plastic.
  - 5. PP: Polypropylene plastic.

6. PTFE: Polytetrafluoroethylene plastic.
7. PVC: Polyvinyl chloride plastic.
8. TFE: Tetrafluoroethylene plastic.

#### 1.4 SYSTEM REQUIREMENTS

- A. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs, light standards, utility boxes, planters and tree grates.
- B. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:
  1. Irrigation Main Piping: 200 psig
  2. Circuit Piping: 200 psig

#### 1.5 SUBMITTALS

- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
  1. Shut-off valves.
  2. Remote Control valves.
  3. Quick-couple valves
  4. General-duty valve boxes
  5. Control-valve boxes.
  6. Sprinkler specialties
  7. Drip specialties
  8. Controllers. Include wiring diagrams.
  9. Control wiring. Include splice kits
- B. Coordination Drawings: Show piping and major system components. Indicate interface and spatial relationship between piping, system components, adjacent utilities, and proximate structures.
- C. Field quality-control test reports.
  1. Pressure and flow test performed at point(s) of connection.
- D. Operation and Maintenance Data: For irrigation systems, to include in emergency, operation, and maintenance manuals. Include data for the following:
  1. Automatic-control valves.
  2. Sprinklers and drip equipment.
  3. Controllers.
  4. Drip maintenance procedures.
  5. Winterization procedures

6. Manual isolation valves

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. **Installer shall have five (5) years minimum experience on comparable irrigation system projects.**

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver semi-rigid piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Deliver flexible piping in factory-assembled rolls. Maintain protective wrap or packaging through shipping, storage and handling.
- C. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

- A. Contractor shall coordinate with other trades to ensure pre-construction protective measures have been taken to maintain existing system operation and integrity.
- B. The irrigation system was designed utilizing the working pressure(s) shown on the Drawings. In the event the minimum pressures required on the Drawings cannot be provided, Irrigation Contractor shall notify Landscape Architect immediately upon discovery of the discrepancy.

1.9 COORDINATION

- A. General: Coordination is required between several trades to execute the design as shown on the Drawings.
  - 1. The irrigation system shall be supplied from an existing water main on Long Common Road and shall be stubbed in the location(s) shown on the Drawings. Irrigation Contractor shall coordinate all points of connection and scheduling with the relevant trades.
  - 2. Proposed controller shall be located as shown on the Drawings, and new control valves and associated wiring and addresses shall be incorporated into new controller. Irrigation Contractor shall ensure that all requirements

for controller wire connections (both power and control) have been coordinated with the relevant trades.

## 1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Quick-couple Valves: Furnish one (1) valve and swing assembly.
  2. Quick-couple Keys: Furnish two (2) complete assemblies comprised of brass key (matched to quick-coupler model) and 3/4" hose swivel.
    - a. Furnish four (4) keys for locking covers.
  3. Drip accessories: Furnish the following extra units:
    - a. One (1) roll of dripline, 100' in length
    - b. Four (4) of each type of compression fitting used during installation
    - c. One (1) pressure regulator, matching model specified in control zone kit
    - d. One (1) filter, matching model specified in control zone kit
    - e. One (1) air/vacuum relief valve kit
    - f. One (1) remote control valve of each type used as a component of the control zone kit.

## PART 2 - PRODUCTS

### 2.1 WATER SERVICE CONNECTION

- A. Connection to the water supply as shown on drawings. Contractor is to pressure tap existing water mains in strict accordance with the Village guidelines. Contractor to coordination location of service and stop valve locations.
- B. Backflow Preventors
1. All backflow preventors will be one Febco 825 Y R.P.Z valves or approved equal. Backflow preventors are to be installed in an enclosure as shown on plans
- C. Backflow Preventor Enclosure
1. The backflow preventors as noted on plans shall be enclosure in a steel mesh, factory painted green, manufactured by Guardshack Model GS-4 or approved equal.
- D. Domestic Water Service Box with Curb Stop

1. The curb stop shall be Mueller Company H-15214 or approved equal with a Mueller H-10308 with Arch Pattern Base or approved equal.
- E. Corporation Stop Valve
1. The corporation stop couple shall be Mueller Company H-15010 or approved equal.
- F. Water Meter
1. Contractor to coordinate water meter with the Village or Owner's Representative.

## 2.2 PIPES, TUBES, AND FITTINGS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.
- B. Hard Copper Tube: Type M (ASTM B 88M, Type C) water tube, drawn temper.
1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
  2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
  3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- C. PVC, Pressure-Rated Pipe:
1. Circuit Piping (all sizes): ASTM D 2241, PVC 1120 compound, SDR 21.
  2. Mainline Piping, 3" and smaller: ASTM D 2241, PVC 1120 compound, SDR 21.
  3. Sleeves (all sizes): ASTM D 1785, PVC 1120 compound, Schedule 40
- D. PVC Socket fittings, Schedule 40, ASTM D 2467.

## 2.3 JOINING MATERIALS

- A. Solvent Cement (PVC Piping):
1. Primer and Solvent conforming to ASTM D2564-02

2.4 BALL VALVES

- A. General: Cast brass quarter turn ball valve with handle and threaded ends conforming to ANSI Standard B 2.1. Size shall match pipeline.
- B. Manufacturers:
  - 1. Matco-Norca – 758 Series
  - 2. Watts
  - 3. Crane Valves
  - 4. Or equal

2.5 QUICK-COUPLE VALVES

- A. General: Factory-fabricated, brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, locking rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
  - 1. Locking-Top Option: Vandal-resistant, locking feature. Include two matching keys.
  - 2. Manufacturers:
    - a. Hunter Industries – HQ
    - b. Or Equal

2.6 GENERAL-DUTY VALVE BOXES

- A. Application: Shut-off Valves, Splice Boxes, Drip Flush Valves, Drip Zone Kits with Quick Couple Valves
- B. Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
  - 1. Shape: Rectangular
  - 2. Sidewall Material: Polymer concrete
  - 3. Cover Material: Polymer concrete, green in color in landscape; grey/concrete color in concrete; or standard color to match brick
  - 4. Manufacturers:
    - a. Quazite, MMFG Pavers
    - b. Plymouth Products Inc.
    - c. Applied Engineering Products
    - d. Carson Industries, Inc.
    - e. Ametek
    - f. Synertech
    - g. Or Equal
- C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.

## 2.7 REMOTE CONTROL VALVE BOXES

- A. Application: Drip Zone Kits without Quick Couple Valves
- B. Plastic Control-Valve Boxes for Remote Control Valves: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
  - 1. Shape: Circular
  - 2. Sidewall Material: Polymer concrete
  - 3. Cover Material: Polymer concrete green in color in landscape; grey/concrete color in concrete; or standard color to match brick
  - 4. Manufacturers:
    - a. Quazite, MMFG Pavers
    - b. Plymouth Products Inc.
    - c. Applied Engineering Products
    - d. Carson Industries, Inc.
    - e. Ametek
    - f. Synertech
    - g. Or Equal
- C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.

## 2.8 TRIPLE SWING JOINT ASSEMBLIES

- A. Triple swing joint assemblies shall be manufactured of rigid PVC, Type 1, Cell classification 12454-B per ASTM D1784 with NPT threads and pipe sockets per ASTM D2464 and D2466, respectively. Each rotating joint shall be sealed with Buna rubber O-ring, installed pre-compressed in a sealing groove free of parting lines to prevent leakage. Modified stub ACME threads shall have specially engineered diameters and clearances to allow full circle movement in 360 degrees.
- B. Manufacturers:
  - 1. Hunter Industries – Model SJ
  - 2. Or Equal

## 2.9 DRIP SPECIALTIES

- A. Drip Control Zone Kit:
  - 1. Factory assembled kit for controlling low-flow irrigation zones comprised of the following components:
    - a. Low-flow remote control valve with external bleed and internal bleed for manual operation.



- b. Pressure regulator with plastic body capable of maintaining outlet pressure of 25 psi
  - c. Filtration provided by inline Y filter of heavy-duty glass-filled nylon material with 150-mesh filter screen (factory-installed)
  2. Manufacturers:
    - a. Hunter Industries – Model PCZ
    - b. Or Equal
- B. Landscape Dripline
1. Flexible PE tubing with pre-installed pressure-compensating emitters with dual outlet ports, 0.49 inch inside diameter. Flow rate shall be 1.0 gallons-per-hour.
  2. Manufacturers:
    - a. Hunter Industries – Model PLD
    - b. Or Equal
- C. Dripline Supply Tubing
1. Flexible PE tubing, 5/8-inch (ID controlled). Fittings shall be 5/8-inch lock-type fittings specified below.
  2. Manufacturers:
    - a. Hunter Industries - ProFlex
    - b. Or Equal
- D. Lock-type Fittings
1. UV-resistant ABS fittings with locking external ring for making dripline connections.
  2. Manufacturers:
    - a. Hunter Industries - HSBE
    - b. Or Equal
- E. Air/Vacuum Relief Valve
1. Plastic housing with rustproof materials designed for use with dripline tubing.
  2. Manufacturers:
    - a. Hunter Industries
    - b. Or Equal
- F. Flush Cap
1. Locking compression fitting with screw-on type cap.
  2. Manufacturers:
    - a. Hunter Industries
    - b. Or Equal

## 2.10 AUTOMATIC-CONTROL SYSTEM

### A. General:

1. Electronic/mechanical controller featuring user input keys/buttons and LCD display with alpha numeric dot-matrix readout.
2. Modular design utilizing a standard 6-station model. The controller shall be expandable with either 6-station modules or a 48 station decoder output module. Exterior Control Enclosures: NEMA 3R with key-locking cover and two matching keys.
3. Material: Stainless Steel.
4. Mounting: Surface type for wall mounting / unistrut mounting
5. Contractor shall run new two wire runs from new irrigation system and provide all required programming as needed.
6. Features:
  - a. Internal wiring junction box
  - b. Removable, battery-programmable panel

### B. Operating Program Requirements:

1. Four independent programs, with up to sixteen total start times.
2. Day of the week, odd/even and interval (1-31 days) program logic.
3. Seasonal program adjustment from 0-200% in 10% increments.
4. Programmable rain delay from one to 180 days.
5. Manual start of individual station or program.
6. Programmable master valve and pump start, selectable by station.

### C. Manufacturers:

1. Hunter Industries – Model I-Core with Dual Decoders
2. Or Equal

## 2.11 RAIN SENSOR

### A. General: Rain sensor with adjustable rainfall settings.

1. Adjustable rainfall settings from 1/8-inch to 3/4-inch, selected by turning sensor body.
2. Manufacturers:
  - a. Hunter Industries – Solar Sync
  - b. Or Equal

### B. Contractor shall provide rain sensor and wire to proposed irrigation controller. Contractor shall install rain sensor at location shown on the drawings. Contractor to coordinate with Village or Owner's Representative.

## 2.12 AUTOMATIC CONTROL SYSTEM WIRE

- A. General: Two conductor solid-copper twisted pair cable with overall jacket of PE insulation; installed in 1" Schedule 40 PVC conduit.
  - 1. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controller and decoders; color coded per the following:
    - a. Control Cable – Red and Blue- with Gray outer jacket
    - b. Spare Control Cable – Red and Blue- with Orange outer jacket
  - 2. Manufacturers:
    - a. Hunter Industries
    - b. Or Equal

## 2.13 WIRE SPLICES

- A. Single unit consisting of conductive lug with swing-type closure. Wire paths shall be filled with grease and upon closing the connector a completely enclosed and mechanically sound splice shall be made.
  - 1. Manufacturers:
    - a. 3M
    - b. Burndy
    - c. Or Equal
- B. ALTERNATE – Splice kit conforming to the following requirements:
  - 1. Factory packaged kit consisting of wire nut and grease-filled tube. Kit shall provide moisture and mechanical protection to the completed splice.
  - 2. Manufacturers
    - a. 3M Corporation – 'DBY-6'
    - b. Burndy
    - c. DSG Canusa

## 2.14 TREE ROOT ZONE WATERING SYSTEM

- A. General: preassembled, 36" long with swing joint and check valve, tree root water supply device.
  - 1. 0.25 to 2.0 gpm adjustable flow rate
  - 2. ½" PVC Pipe
  - 3. Built in check valve
  - 4. Filter fabric
  - 5. 3" dia. X 36" long
- B. Manufacturers:

1. Hunter Industries – Model RSWS
2. Or Equal

## 2.15 ELECTRIC REMOTE CONTROL VALVES

- A. General: The valve shall be a normally closed, electronically-actuated, diaphragm-operated, remote-control valve. The valve will be capable of operating between 20 and 100 PSI with a flow range of between 0.10 and 300 GPM (m<sup>3</sup>/hr; l/m). Pressure loss shall be 3.0 PSI (bars; kPa) maximum at 15 GPM (m<sup>3</sup>/hr; l/m).
- B. The valve shall be available in a globe configuration with 1-, 1-1/2- or 2-inch Female National Pipe Thread (FNPT) inlet and outlet. The valve shall be equipped with a flow control mechanism with removable handle that will regulate flow from full on to completely off.
- C. The body and bonnet shall be molded of non-corrodible, glass-reinforced nylon, rated to 220 PSI (15 bars, 1500 kPa). The body of the valve shall have brass inserts, with through-holes, which will accept the bonnet bolts. The bonnet bolts shall be serviceable with a slotted screwdriver, Phillips screwdriver, or a hex wrench, and shall be held captive in the bonnet when the bonnet is removed from the valve body. The diaphragm assembly shall be of molded construction, reinforced with nylon fabric and have a thermoplastic elastomer seating material. The valve shall be equipped with an internal filter as well as a self-cleaning metering rod, so only clean water can enter the solenoid chamber. A filter cleaning system that cleans a stainless steel filter each time the valve opens and closes shall be provided. All metal parts internal to the valve shall be manufactured from corrosion-resistant stainless steel.
- D. The valve shall be provided with an adjustable pressure regulating device with a calibrated dial for setting of the outlet pressure. (The regulator shall be capable of adjusting the outlet pressure from between 20 and 100 PSI (1.4 to 7.0 bars; 138 to 689 kPa) when inlet pressure is 15 PSI (1.0 bars; 103 kPa) or greater than regulated outlet pressure.) The regulated downstream pressure shall remain constant regardless of variations in upstream pressure. The regulation shall be maintained when valve is manually operated with use of internal bleed valve. The regulator should be capable of regulating upstream pressures from 35 psi to 220 psi.
- E. The standard solenoid shall be a 24 VAC unit with a 370mA inrush current and 190mA holding current at 60 cycles and a 475 mA inrush current and 230 mA holding current at 50 cycles. When specified, the unit shall be equipped with a DC latching solenoid for use with battery-operated controllers. The solenoid shall be an encapsulated, one-piece unit with captive plunger. It shall be equipped with manual internal bleed capability to release the upper chamber water to the downstream piping, allowing the valve to open.
- F. The valve shall carry a five-year, exchange warranty (not prorated).

G. Manufacturers

1. Hunter Industries – Model ICV
2. Or Equal

2.16 MISCELLANEOUS SPRINKLER EQUIPMENT

- A. Valve Identification Tags: Pre-printed plastic tags with minimum text height of 1", capable of being attached to valve stem or valve wire within valve box.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install piping and wiring in sleeves under sidewalks, roadways, parking lots, and railroads as shown on the Drawings.
1. Coordinate sleeve installation to occur prior to pavement construction
  2. Install piping sleeves by boring or jacking under existing paving if possible. Where boring or jacking is not feasible, cutting and patching operations will conform to relevant Division One requirements.
- B. Provide minimum cover over top of underground piping according to the following:
1. Irrigation Main Piping: Minimum depth of 30 inches below finished grade
  2. Circuit Piping (including drip headers): 24 inches
  3. Rigid Galvanized Sleeves: 24 inches

3.2 PREPARATION

- A. Stake layout of system in the field, utilizing appropriate materials and notify Landscape Architect to obtain approval prior to beginning installation activities.
1. Notify Landscape Architect 48 hours prior to desired on-site review. Landscape Architect will provide review within the 48-hour time period.

3.3 POINT OF CONNECTION

- A. Construct connection to stubbed supply lines (provided by others) using appropriate fittings for metallic to plastic piping.

### 3.4 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Underground Irrigation Main Piping: Use the following piping materials for each size range:
  - 1. NPS 3" and Smaller: SDR 21, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- C. Circuit Piping: Use the following piping materials for each size range:
  - 1. NPS 2" and Smaller: SDR 21, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- D. Swing Assemblies: Install appropriate swing assemblies as required by the Drawings and Part 2 above.
- E. Sleeves: Rigid Galvanized Steel pipe and socket fittings; and solvent-cemented joints.
- F. Transition Fittings: Use transition fittings for plastic-to-metal pipe connections according to the following:
  - 1. Couplings:
    - a. Underground Piping NPS 1-1/2" and Smaller: Manufactured fitting or coupling.
    - b. Underground Piping NPS 2" and Larger: AWWA transition coupling.
  - 2. Fittings:
    - a. Aboveground Piping: Plastic-to-metal transition fittings.
    - b. Underground Piping: Union with plastic end of same material as plastic piping.

### 3.5 VALVE APPLICATIONS

- A. Remote Control Valves:
  - 1. NPS 2" and Smaller: Plastic automatic control valve.
- B. Shut-off Valves:
  - 1. NPS 2" and Smaller: Brass NRS Ball Valve

### 3.6 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
- B. Install piping free of sags and bends.
- C. Install groups of pipes parallel to each other and spaced to permit valve servicing.
- D. Install fittings for changes in direction and branch connections.
- E. Install underground thermoplastic piping according to ASTM D 2774
- F. Install PVC piping in dry weather when temperature is above 40 deg F 5 deg C. Allow joints to cure at least 24 hours at temperatures above 40 deg F 5 deg C before testing unless otherwise recommended by manufacturer.

### 3.7 JOINT CONSTRUCTION

- A. Construct solvent-weld joints per ASTM D2855

### 3.8 VALVE INSTALLATION

- A. Control Valves: Install in rectangular control-valve box per the Drawings.
- B. Quick Couple Valves: Install in valve box per the Drawings.
- C. Shut-off Valves: Install in valve box per the Drawings.

### 3.9 DRIPLINE INSTALLATION

- A. Following final grading or fill operations, install dripline as indicated on the drawings. Parallel lines shall be spaced per the Drawings with the emitters 'staggered' to provide even coverage of the irrigated area.
- B. Install stainless steel stakes at 36-inch intervals to secure the dripline to the finished grade.
- C. Construct supply and flush headers of PVC pipe as shown on the Drawings and make connection to dripline tubing with appropriate compression fittings.
- D. Install Air/Vacuum relief kit at the highest point of the dripline zone as indicated on the Drawings.
- E. Install flush cap at the lowest point of the dripline zone as indicated on the Drawings.

### 3.10 AUTOMATIC-CONTROL SYSTEM INSTALLATION

- A. Install controllers as indicated on Drawings.
- B. Install control cable **in conduit** in same trench as irrigation piping as indicated on Drawings. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve. Contractor to restore trench and backfill for all irrigation related trenches.
- C. Pull control cables through provided conduit to controller location and make final connections per the manufacturer's recommendations.

### 3.11 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Make all electrical connections in conformance with local code requirements. Provide waterproof connectors for all underground electrical connections.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

### 3.12 LABELING AND IDENTIFYING

- A. Provide valve tags at each remote control valve as indicated on the Drawings.

### 3.13 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
  - 1. Hydrostatic Test: After installation, charge system with pressurized air to 100 psi. System will be able to maintain pressure with no more than 5 psi loss in one hour. Landscape Architect must be in attendance during test. Provide a minimum of 48 hours notice prior to scheduled test.
  - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
  - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace faulty/malfunctioning system components and retest as specified above until the requirements are met.



### 3.14 STARTUP SERVICE

- A. Verify that controllers are installed and connected according to the Contract Documents.
- B. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
- C. Complete startup checks according to manufacturer's written instructions.

### 3.15 ADJUSTING

- A. Adjust settings of controllers and provide initial watering schedule per Owner's requirements.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust valve boxes so they will be flush with finished grade.

### 3.16 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

### 3.17 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controller and automatic control valves.
- B. Schedule a complete demonstration and system walk-through with the Owner and Landscape Architect. Final Payment will not be made until all items noted during demonstration and walk-through have been made by Contractor and verified by Owner's staff.

### 3.18 DOCUMENTATION

- A. Provide a complete operations and maintenance manual to the Owner in a three-ring binder with the following items, separated by tabbed dividers for clear organization.
  - 1. Provide a label on the spine of the binder clearly stating "IRRIGATION SYSTEM OPERATION AND MAINTENANCE".
  - 2. Table of Contents
  - 3. Cut-sheets or manufacturer's data for all installed equipment including:
    - a. Remote Control Valves

- b. Ball Valves
  - c. Landscape Dripline
  - d. Dripline accessories (filters, valves, pressure regulators, etc.)
  - e. Controller
  - f. Rain Sensor
4. Operations Data from manufacturers documenting diagnostic, repair and replacement procedures for all items "a" through "f" identified above.
  5. Complete description of spring start-up operations including:
    - a. Valve inspection
    - b. Controller programming guidelines for spring, summer and fall watering schedules. Guidelines shall be based on historical EVT rates for the Chicago area.
    - c. Controller battery replacement
    - d. Drip zone filter inspection and replacement
    - e. Drip zone back-flushing operations
  6. Complete description of fall shut-down operations including:
    - a. Blow-out procedures for irrigation system
    - b. Drain-down procedures for irrigation system
    - c. Controller shut-down procedures
- B. Provide an as-built drawing at the same size and scale as the design drawings on reproducible vellum or Mylar with the following information clearly shown:
1. Location of all sleeves with dimensions to site elements
  2. Location of mainline and lateral pipe runs with sizes clearly indicated
  3. Location of all valves
  4. Location of controllers and rain/freeze sensor
  5. Utilize standard industry symbols and notations for all equipment.
- C. Provide a copy of the Maintenance/Operations Manual and As-Built Drawing to the Landscape Architect for review and approval prior to transmittal to the Owner.
1. Contractor shall make all revisions noted and required by the Landscape Architect prior to transmittal to the Owner.
  2. Contractor is required to demonstrate completion of all revisions, which may include providing a revised copy for additional review at the discretion of the Landscape Architect.

#### PART 4 - MEASUREMENT AND PAYMENT

The work shall be paid for at the contract lump sum price each for IRRIGATION SYSTEM SPECIAL which shall be payment in full for all work listed herein

**LIGHTING UNIT COMPLETE, SPECIAL**

**Description.** This work shall consist of furnishing and installing a 8'-6" cast iron light pole complete with post top LED luminaire, pole wiring, and fuses/fuse holders, as shown on the plans or directed by the Engineer.

**Materials.** All materials shall be in accordance with the contract plan drawings and Sections 1066, 1067, and 1069 of the Standard Specifications.

**Construction Requirements.** All work shall be installed in accordance with Sections 821 and 830 of the Standard Specifications.

The Contractor shall be responsible for coordinating the proposed bolt circle dia., anchor bolt size, and handhole orientation for the proposed light poles installed.

Work to be performed under this pay item is indicated in contract plan drawings and shall be in conformance with NEC, IDOT and local ordinances.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for LIGHTING UNIT COMPLETE, SPECIAL, which shall be payment in full for all work listed herein.

### MAINTAIN EXISTING LIGHTING SYSTEM

**Description.** Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

At least one week prior to the beginning of construction of the proposed street lighting system, the contractor shall conduct an inspection of the existing lighting units with a representative of the agency responsible for maintenance. The inspection shall reveal defective lighting items such as cable, mast arms, luminaries, poles, and all other appurtenances that combine for a complete operating unit. The CONTRACTOR shall not be responsible for these items. In case the contractor fails to contact the maintaining agency for this inspection, the CONTRACTOR shall be held responsible for all items remaining defective at the completion of the contract.

The CONTRACTOR shall become responsible for the maintenance of the existing lighting units on a date mutually agreed upon between the CONTRACTOR and the maintaining agency representative but no later than the beginning of any construction within the limits of this project. If any mobilization or any type of work begins on this project, the CONTRACTOR shall assume complete maintenance at that point and assume all deficiencies at their own expense. This maintenance shall remain in effect until written notice of final acceptance of the proposed lighting system is issued by the ENGINEER. Only after this requirement has been satisfied may the contractor begin removal operations of the existing lighting units.

#### Maintenance of Existing Lighting Systems

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

#### **Existing Lighting Systems Requiring Maintenance.**

Village of Riverside – Burlington Street Lighting System – Full Maintenance:  
Approximately 89 light poles and 2 lighted bollards are connected to a central lighting controller. Light poles are located along Burlington Street, Longcommon Road, Woodside Road, Forest Avenue, East Avenue, Pine Avenue, and six municipal parking lots.

#### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of

circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits (including sign lights).

Maintenance of Proposed Lighting Systems

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations

The Contractor's responsibility shall include the maintenance of lighting units (including bollard lighting), cable runs and lighting controls. In the case of a pole knockdown or bollard light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

| INCIDENT OR PROBLEM | SERVICE RESPONSE TIME | SERVICE RESTORATION TIME | PERMANENT REPAIR TIME |
|---------------------|-----------------------|--------------------------|-----------------------|
| Control cabinet out | 1 hour                | 4 hours                  | 7 Calendar days       |
| Hanging mast arm    | 1 hour to clear       | n/a                      | 7 Calendar days       |
| Radio problem       | 1 hour                | 4 hours                  | 7 Calendar days       |

|   |                              |                                 |                              |
|---|------------------------------|---------------------------------|------------------------------|
| Motorist caused damage or leaning light pole 10 degrees or more             | 1 hour to clear              | 4 hours                         | 7 Calendar days              |
| Circuit out – Needs to reset breaker  | 1 hour                       | 4 hours                         | n/a                          |
| Circuit out – Cable trouble   | 1 hour                       | 24 hours                        | 21 Calendar days             |
| Outage of 3 or more successive lights                                       | 1 hour                       | 4 hours                         | n/a                          |
| <b>INCIDENT OR PROBLEM</b>  | <b>SERVICE RESPONSE TIME</b> | <b>SERVICE RESTORATION TIME</b> | <b>PERMANENT REPAIR TIME</b> |
| Outage of 75% of lights on one tower  | 1 hour                       | 4 hours                         | n/a                          |
| Outage of light nearest RR crossing approach, Islands and gores             | 1 hour                       | 4 hours                         | n/a                          |
| Outage (single or multiple) found on night outage survey or reported to EMC | n/a                          | n/a                             | 7 Calendar days              |
| Navigation light outage   | n/a                          | n/a                             | 24 hours                     |

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

#### Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

**Method of Measurement:** This work will be measured for payment as lump sum.

**Basis of Payment:** This work will be paid for at the contract lump sum price for MAINTAIN EXISTING LIGHTING SYSTEM, which shall include all work as described herein.

## MASONRY WALL

### PART 1 - GENERAL

#### SUMMARY

This Section includes unit masonry assemblies consisting of the following:

- Limestone faced planters.
- Concrete foundation
- Mortar and grout.
- Miscellaneous masonry accessories.

#### REFERENCES

Unless otherwise noted the most current issue of the reference shall be used.

ASTM A 615/A 615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2001b.

ASTM A 641/A 641M – Standard Specification for Zinc Coated (Galvanized) Carbon Steel Wire; 1998.

ASTM C 91 – Standard Specification for Masonry Cement; 2001.

ASTM C 129 – Standard Specification for Nonloadingbearing Concrete Masonry Units; 2001.

ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar; 1999.

ASTM C 150 – Standard Specification for Portland Cement; 2002.

ASTM C 207 – Standard Specification for Hydrated Lime for Masonry Purposes; 1991 (Reapproved 1997).

ASTM C 270 – Standard Specification for Mortar for Unit Masonry; 2001a.

ASTM C 404 – Standard Specification for Aggregates for Masonry Grout; 1997.

ASTM C 476 – Standard Specification for Grout for Masonry; 2001.

ASTM C 780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

#### SUBMITTALS

Submit limestone veneer and mortar color samples to the ENGINEER for approval prior to ordering material.

Material Certificates: Certify that masonry units meet or exceed specified requirements.

Provide for each of the following:

Cementitious materials. Include brand, type, and name of manufacturer.

Preblended, dry mortar mixes. Include description of type and proportions of ingredients.

Grout mixes. Include description of type and proportions of ingredients.

Joint reinforcement.

Anchors, ties, and metal accessories.

Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

#### QUALITY ASSURANCE

Source Limitations for Masonry Units: Obtain exposed limestone units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.



Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.

#### DELIVERY, STORAGE, AND HANDLING

Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.

Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

## PART 2 - PRODUCTS

### MASONRY UNITS, GENERAL

Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry. Concrete foundation shall be installed per sections 503 of the Standard Specifications. Rebar shall be sized by contractor and submitted in shop drawings to be reviewed and approved by THE ENGINEER.

### LIMESTONE VENEER PRODUCT DESCRIPTION AND PACKAGING

Even mix of Mill Run Buff and Gray

Split front, back, and ends

Sawn top and bottom

Lightly tumbled

Packaged in a 40"x 40" wire basket with a pallet base and wrapped in plastic.

### PROTECTION OF BASE COURSES AND UNFINISHED WORK

To avoid possible unsightly stains caused by mud or other splashing, the ground at the base of the structure should be covered with protective material during construction. This should be left intact until landscaping is complete.

During construction, tops of walls should be carefully protected to prevent rain, snow, or seepage from entering space between veneer and backing.

### SETTING MORTAR

General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

Do not use calcium chloride in mortar or grout.

Limit cementitious materials in mortar to portland cement, mortar cement, and lime. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

Setting mortar shall be ASTM C-270 Type N composed of one part Portland cement, one part mason's lime, and six parts sand mixed with potable water, or one part masonry cement and two and three-fourths parts sand mixed with potable water.

#### ANCHORS

Anchor veneer securely to masonry backing. Use galvanized iron wall ties. These ties should be spaced approximately 24" vertically and 18" horizontally.

### PART 3 - EXECUTION

#### EXAMINATION

Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

Proceed with installation only after unsatisfactory conditions have been corrected.

#### INSTALLATION, GENERAL

Thickness: Build wall to full thickness shown with both full thickness stone and partial thickness stone to achieve desired aesthetic.

Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

#### MORTAR BEDDING AND JOINTING

Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

#### WEEP HOLES

General: Install weep holes in masonry at center point of wall at downward flow of water in wall, or where indicated.

#### CLEANING

After mortar has set, the wall should be brushed down with a stiff fiber brush, and then carefully rinsed with clear water to remove any accumulation of stain or matter foreign to the limestone.

Finished stonework shall be washed clean and free of dirt, mortar, and other objectionable accumulations. Remove mortar droppings and smears as work progresses. Final clean down shall include brushing with fiber brushes and mild soap or detergent, and rinsing with clear water. Use no acids without prior approval. Protect stonework from rundown or splash when using acid on adjacent materials.

#### PROJECT CONDITIONS

**Protection of Masonry:** During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed. Immediately remove grout, mortar, and soil that come in contact with such masonry.

**Cold-Weather Requirements:** Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

**Hot-Weather Requirements:** Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

#### FIELD QUALITY CONTROL

Inspectors: ENGINEER will inspect work in progress to verify quality.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work will be paid for at contract unit price per FOOT for MASONRY WALL, which price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the topsoil and all incidental work and materials herein specified.

## MULCH

**Description.** This item shall include all labor, materials and equipment necessary to furnish, transport and hardwood bark mulch at all new tree plantings (for trees without grates) and existing trees to be protected and remain parkways. The item shall also include all mulching (for trees without tree grates).

### **Submittals.**

Shredded hardwood bark mulch – sample  
Request for Material Inspection Sheet

### **Products.**

- A Shredded Hardwood Mulch (Parkways and Tree pits without grates)  
Hardwood bark mulch shall be clean, finely shredded mixed-hardwood bark, not to exceed two (2) inches in its largest dimension, free of foreign matter, sticks, stones, and clods. All hardwood mulch shall be processed through a hammer mill. Hardwood bark not processed through a hammer mill shall not be accepted. A sample and request for material inspection form must be supplied to the Commissioner for approval prior to performing any work.

### **Preparation and Execution.**

- A. Place mulch layer around Parkway trees (existing protected trees to remain and proposed) or Tree pits without grates (existing protected trees to remain and proposed) as follows:

Three (3) inches deep - keep mulch away from the trunk of the tree. Trees installed in grass parkways shall have a 3' minimum diameter mulch ring.  
Contractor shall make inspections of all tree pits without tree grates periodically (every six months during the guarantee period as specified) to ensure that level of mulch has been maintained.

**Method of Measurement.** SHREDDED HARDWOOD BARK MULCH, will be measured per cubic yard. All materials required to provide and install shredded hardwood bark mulch shall be considered incidental to this item.

**Basis of Payment.** SHREDDED HARDWOOD BARK MULCH, will be paid for at the contract price per cubic yard, which price shall include furnishing and installing the hardwood bark mulch as specified, and all materials, equipment and labor necessary to complete the work. Also included with these items is all initial maintenance as described.

**PAVEMENT MARKING (SPECIAL)**

**Description.** This work shall consist of installing high visibility printed crosswalks as shown on the plans.

**Construction Requirements:** The high visibility printed crosswalks shall be installed using materials provided by Civil Green Materials- Chicago, IL. The product should be installed using the manufacturer's instructions. Any asphalt grinding necessary to install the product shall be included in the cost.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per SQUARE FOOT for PAVEMENT MARKING (SPECIAL), which the price shall include all materials, equipment, grinding, and labor necessary to furnish and install the work as specified.

### OUTLET SPECIAL

**Description.** This work shall consist of furnishing and installing a corded receptacle assembly to power to holiday lighting for trees located in grates where shown on the Contract Drawings.

All work related to the installation of the receptacle assembly shall be included (excavation, 1 ¼" HDPE conduit from handhole to tree grate, installation of cord, receptacle, extra cord set, backfill, disposal of surplus excavate material, etc.) The adjacent handhole will be paid for separately.

**Materials.** The receptacle shall be 15 amp, 120 volt, 2 pole, 3 wire with a black EPTR rubber body and water tight cap with an IP66 and IP67 rating. The device mounted directly on a 3/C # 12 SOOW type cord with black jacketing. The cord shall be connected to the branch circuit in an adjacent handhole with a waterproof splice. All materials shall be in accordance with the contract plan drawings and requirements. The contractor shall furnish an additional 10ft cord set with matching watertight plug and receptacle installed on each end and deliver to the Village.

**Construction Requirements.** All work shall be installed as shown on the contract plan drawings, N.E.C., and in accordance with Sections 801, 810, 811 and 817 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for OUTLET SPECIAL, which shall be payment in full for all work listed herein.

**ORNAMENTAL LIGHTING UNIT**

**Description.** This work shall consist of furnishing and installing a decorative 10'-0" cast iron light pole complete with post top LED luminaire, pole wiring, and fuses/fuse holders, as shown on the plans or directed by the Engineer.

**Materials.** All materials shall be in accordance with the contract plan drawings and Sections 1066, 1067, and 1069 of the Standard Specifications.

**Construction Requirements.** All work shall be installed in accordance with Sections 821 and 830 of the Standard Specifications.

The Contractor shall be responsible for coordinating the proposed bolt circle dia., anchor bolt size, and handhole orientation for the proposed light poles installed.

Work to be performed under this pay item is indicated in contract plan drawings and shall be in conformance with NEC, IDOT and local ordinances.

**Measurement and Payment:** The work shall be paid for at the contract unit price each for ORNAMENTAL LIGHT UNIT, COMPLETE which shall be payment in full for all work listed herein.

### PLANTING BED PREPARATION

**Description.** This work shall consist of excavating, furnishing, and placing soil mix for planting bed preparation.

**Materials.** Soil mix shall be a topsoil shall be loamy soil from the A horizon of soil profiles of local soils. Loamy soil and the A horizon soil profile are defined in the IDOT Geotechnical Manual. The loamy soil shall have an organic content between one and ten percent according to AASHTO T 194. It shall be relatively free from large roots, sticks, weeds, brush, or stones larger than 1 in.(25 mm) in diameter, or other waste products. At least 90 percent shall pass the No. 10 (2.00 mm) sieve according to Illinois Modified AASHTO T 27, and the pH shall be between 5.0 and 8.0 according to ASTM D 4972.

Supplied topsoil shall be free of any residual herbicides and capable of supporting and germinating vegetation.

**Furnishing Soil Mix.** The CONTRACTOR shall furnish any topsoil from a source beyond the project site. A sample with an indicated source must be supplied to the owner for their approval prior to its installation.

**Placing Soil Mix.** Soil mix shall not be placed until the area to be covered has been shaped, trimmed, and finished. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied. The sub-surface of the planting area shall be free from clods, stones, sticks and debris and shall be according to the lines, grades as shown on the plans

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract price per SQUARE FEET for PLANTING BED PREPARATION, which the price shall be payment in full for all labor, material, and equipment necessary for the supply, and installation of the topsoil and all incidental work and materials herein specified.



### RECYCLING RECEPTACLES

**Description:** This work shall consist of furnishing and installing the recycle receptacles in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the CONTRACTOR for approval prior to installation.

**Construction Requirements:** The recycle receptacles shall be as manufactured by Victor Stanley Model S-42 color; black, with interior plastic liner and recycle lid, exposed aggregate tan blend pea gravel finish.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per EACH for RECYCLING RECEPTACLES, which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

**RELOCATE LIGHTING UNITS AND POLES**

This work shall consist of the removal of the existing aluminum pole, mast arm and luminaire from the existing concrete foundation and relocating this unit to a new concrete foundation as directed by the Engineer due to conflicts with the proposed improvements. Demolition, removal and disposal of the existing concrete foundation and reconnection (splicing) of the existing lighting unit to the electrical system and testing the system shall be included in this work.

Installation and testing of the relocated lighting unit(s) shall be in accordance with Sections 960, 962, and 966 of the Standard Specifications.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price EACH for RELOCATE LIGHTING UNITS AND POLES.

New light pole foundations, unit duct with XLP insulated cables, trench and backfill for roadway lighting and ground rod(s) shall be paid for separately.

**SODDING, SALT TOLERANT (SPECIAL)**

This work shall consist of preparing the ground surface, furnishing and applying topsoil to a 4" depth, fertilizing the areas to be sodded as specified in the plans, and furnishing and placing the sod. All work shall be in accordance with the applicable portions of Sections 211 and 252 of the "Standard Specifications for Road and Bridge Construction".

180 pounds of fertilizer nutrients per acre shall be applied at a 5:3:2 ratio as follows:

|                                 |             |
|---------------------------------|-------------|
| Nitrogen Fertilizer Nutrients   | 90 lbs/acre |
| Phosphorus Fertilizer Nutrients | 54 lbs/acre |
| Potassium Fertilizer Nutrients  | 36 lbs/acre |

Watering shall be done as directed by the Engineer, in accordance with Articles 252.08 and 252.09 of the Standard Specifications. Fifteen waterings shall be included in the cost of SODDING SALT TOLERANT, SPECIAL for which no additional compensation will be made. Any additional watering requested by the Engineer shall be paid for at the contract unit price for SUPPLEMENTAL WATERING in accordance with Articles 252.09 and 252.13 of the "Standard Specifications for Road and Bridge Construction".

Existing topsoil salvaged from on-site earth excavation may be re-used on site if free of debris and sod, and approved by the Engineer.

**Method of Measurement and Basis of Payment:** This work shall be measured in place and the area calculated in square yards and shall be paid for at the contract unit price per square yard for SODDING SALT TOLERANT, SPECIAL which price shall be full compensation for all labor, equipment, and material to complete the work as specified in these special provisions.

### TEMPORARY INFORMATION SIGNING

**Description.** This work shall consist of fabricating, installing, maintaining and removing temporary informational signing as detailed in the plans and directed by the Engineer. Signs shall be mounted on Type III barricades.

Special attention is called to Articles 105.05, and 107.09, and to Sections 701 of the "Standard Specifications", and to Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of installing detour signs. Detour signs shall be installed progressing from the end of the detour route to the beginning.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit prices per square foot for TEMPORARY INFORMATION SIGNING. The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices related to TEMPORARY INFORMATION SIGNS indicated in the plans and special provisions.

### TRASH RECEPTACLES

**Description:** This work shall consist of furnishing and installing the trash receptacles in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the CONTRACTOR for approval prior to installation.

**Construction Requirements:** The trash receptacles shall be as manufactured by Victor Stanley Model S-42 color; black, with interior plastic liner, exposed aggregate tan blend pea gravel finish.

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per EACH for TRASH RECEPTACLES, which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

**TREE FRAME AND GRATES**

**Description.** This work shall consist of furnishing and installing the tree grates with frames (size specific) in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the CONTRACTOR for approval prior to installation.

Construction Requirements: The tree frames and grates shall be manufactured by Neenah Foundry.

93" Tree Grates with frames - R-8860 Adirondack Collection Tree Grate 93" Round, Powder Coated Black

60" Tree Grates with frames - R-8837-1 Adirondack Collection Tree Grate 60" Round, Powder Coated Black

**Method of Measurement and Basis of Payment:** This work shall be paid for at the contract unit price per EACH for TREE FRAME AND GRATES, which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

## TREES, SHRUBS AND PERENNIALS

### Codes and Reference Standards:

All materials shall conform to the standards adopted by the American Association of Nurserymen.

### Scheduling:

Fall planting shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked except that evergreen planting shall be performed between September 1 and November 1.

### SHREDDED HARDWOOD BARK MULCH

Shredded hardwood bark mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8 inch dimension and a maximum length of 2-1/2".

### FERTILIZER

All fertilizer shall be a commercial balanced 10-6-4 fertilizer delivered to the site in bags labeled with the manufacturer's guaranteed analysis. The fertilizer shall be applied to mass planting beds and individual trees at the manufacturer's recommended rate.

### SURFACE CONDITIONS

If the new landscape is occurring within a location of existing vegetation then apply a total non-plant selective herbicide within the outline of all mass planting beds. Follow manufacturer's instructions for use and applications. Herbicide to be applied by a licensed applicator. After herbicide application allow sufficient time to perform remove existing turf and vegetation debris. Dispose of off site.

### PLANTING

Remove all rocks and debris over 1" in diameter from top 3" of planting beds. Remove top two inches of existing soil from entire surface of mass planting beds. Apply a 3" layer of Mushroom compost over entire surface of mass planting beds. Prepared backfill shall consist of a mixture of top soil and peat moss at a ratio of 1 cubic yard soil, 3 cubic feet of peat moss. Prepared backfill soil shall be in a loose friable condition at the time of planting. All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

After planting apply and prior to mulching apply a pre-emergent herbicide to all mass planting beds. Apply per manufacturer's instructions for application.

**Method of Measurement and Basis of Payment:** This work shall be included in the cost of the various trees, shrubs, and perennials. Unit prices shall include all labor, material, and equipment necessary for excavation, and installation of the trees, shrubs and perennials and all incidental work herein specified.

**(D-1) ADJUSTMENTS AND RECONSTRUCTIONS**

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

**“602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

**“603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

**“603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”



**(D-1) DRAINAGE AND INLET PROTECTION UNDER TRAFFIC**

Effective: April 1, 2011  
 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- "(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

| Property                    | Test Method | Requirement    |
|-----------------------------|-------------|----------------|
| Durometer Hardness, Shore A | ASTM D 2240 | 75 ±15         |
| Tensile Strength, psi (kPa) | ASTM D 412  | 300 (2000) min |
| Elongation, percent         | ASTM D 412  | 90 min         |
| Specific Gravity            | ASTM D 792  | 1.0 - 1.3      |
| Brittleness, °F (°C)        | ASTM D 746  | -40 (-40)"     |

Revise Article 603.07 of the Standard Specifications to read:

**"603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

| Dimension      | Requirement                                   |
|----------------|---|
| Inside Opening | Outside dimensions of casting + 1 in. (25 mm) |
| Thickness at   | Height of casting ± 1/4 in. (6 mm)            |

|   |                        |
|---|------------------------|
| inside edge   |                        |
| Thickness at outside edge                           | 1/4 in. (6 mm) max.    |
| Width, measured from inside opening to outside edge | 8 1/2 in. (215 mm) min |

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

**(D-1) ELECTRIC UTILITY SERVICE CONNECTION (COMED)**

Effective: January 1, 2012

**Description.** This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

**CONSTRUCTION REQUIREMENTS**

**General.** It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. **Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.**

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

**Method Of Payment.** The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$1000.00 .

**Basis Of Payment.** This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

**(D-1) GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER**

Effective: June 26, 2006  
 Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

| Test  | Asphalt<br>Grade GTR<br>70-28 | Asphalt Grade<br>GTR 64-28 |
|---|-------------------------------|----------------------------|
| Flash Point (C.O.C.),<br>AASHTO T 48, °F (°C), min.   | 450 (232)                     | 450 (232)                  |
| Rotational Viscosity,<br>AASHTO T 316 @ 275 °F (135 °C), Poises,<br>Pa·s, max.  | 30 (3)                        | 30 (3)                     |
| Softening Point,<br>AASHTO T 53, °F (°C), min.  | 135 (57)                      | 130 (54)                   |
| Elastic Recovery,<br>ASTM D 6084, Procedure A (sieve<br>waived)<br>@ 77 °F, (25 °C), aged, ss,<br>100 mm elongation, 5 cm/min.,<br>cut immediately, %, min. | 65                            | 65                         |

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

| Sieve Size       | Percent Passing |
|------------------|-----------------|
| No. 16 (1.18 mm) | 100             |
| No. 30 (600 µm)  | 95 ± 5          |
| No. 50 (300 µm)  | > 20            |

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 3) .....1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

**(D-1) HMA MIXTURE DESIGN REQUIREMENTS**

Effective: January 1, 2013  
 Revised: November 1, 2014

**1) Design Composition and Volumetric Requirements**

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

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

| “Leveling Binder  |                             |
|---|-----------------------------|
| Nominal, Compacted, Leveling Binder Thickness, in. (mm) | Mixture Composition         |
| ≤ 1 1/4 (32)  | IL-4.75, IL-9.5, or IL-9.5L |
| > 1 1/4 to 2 (32 to 50)                                 | IL-9.5 or IL-9.5L           |

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures.”

Revise the table in Article 406.06(d) of the Standard Specifications to read:

| “MINIMUM COMPACTED LIFT THICKNESS |                     |
|-----------------------------------|---------------------|
| Mixture Composition               | Thickness, in. (mm) |
| IL-4.75                           | 3/4 (19)            |
| SMA-9.5, IL-9.5, IL-9.5L          | 1 1/2 (38)          |
| SMA-12.5                          | 2 (50)              |
| IL-19.0, IL-19.0L                 | 2 1/4 (57)”         |

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

"Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

Revise Article 406.14(b) of the Standard Specifications to read:

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the ENGINEER, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the CONTRACTOR's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read:

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the ENGINEER, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

"Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement."

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

"When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses."

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

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

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an  $N_{design} = 90$ , at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0,  $N_{design} = 90$  the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0,  $N_{design} = 50$  or  $70$  the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.



Revise the table in Article 1004.03(c) of the Standard Specifications to read:

| "Use              | Size/Application  | Gradation No.  |
|-------------------|---|--|
| Class A-1, 2, & 3 | 3/8 in. (10 mm) Seal                                      | CA 16  |
| Class A-1         | 1/2 in. (13 mm) Seal                                      | CA 15  |
| Class A-2 & 3     | Cover   | CA 14  |
| HMA High ESAL     | IL-19.0<br>IL-9.5   | CA 11 <sup>1/</sup><br>CA 16, CA 13 <sup>3/</sup>                  |
| HMA Low ESAL      | IL-19.0L<br>IL-9.5L<br>Stabilized Subbase<br>or Shoulders | CA 11 <sup>1/</sup><br>CA 16                                       |
| SMA <sup>2/</sup> | 1/2 in. (12.5mm)<br>Binder & Surface<br>IL 9.5<br>Surface | CA13 <sup>3/</sup> , CA14 or CA16<br><br>CA16, CA 13 <sup>3/</sup> |

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption  $\leq$  2.0 percent."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

|            |  |
|------------|--|
| "High ESAL | IL-19.0 binder;<br>IL-9.5 surface; IL-4.75; SMA-12.5,<br>SMA-9.5   |
| Low ESAL   | IL-19.0L binder; IL-9.5L surface;<br>Stabilized Subbase (HMA) <sup>1/</sup> ;<br>HMA Shoulders <sup>2/</sup> |

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

**"1030.02 Materials.** Materials shall be according to the following.

|           |   |
|-----------|---|
| Item..... | Article/Section                                 |
| (a).....  | Coarse Aggregate 1004.03                        |
| (b).....  | Fine Aggregate 1003.03                          |
| (c).....  | RAP Material 1031                               |
| (d).....  | Mineral Filler 1011                             |
| (e).....  | Hydrated Lime 1012.01                           |
| (f).....  | Slaked Quicklime (Note 1)                       |
| (g).....  | Performance Graded Asphalt Binder (Note 2) 1032 |
| (h).....  | Fibers (Note 3)                                 |
| (i).....  | Warm Mix Asphalt (WMA) Technologies (Note 4)    |

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the CONTRACTOR shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type 1 or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the ENGINEER.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

| High ESAL, MIXTURE COMPOSITION (% PASSING) <sup>1/</sup> |            |     |                              |                   |                             |                   |                  |                  |            |                 |
|--|------------|-----|------------------------------|-------------------|-----------------------------|-------------------|------------------|------------------|------------|-----------------|
| Sieve Size   | IL-19.0 mm |     | SMA <sup>4/</sup> IL-12.5 mm |                   | SMA <sup>4/</sup> IL-9.5 mm |                   | IL-9.5 mm        |                  | IL-4.75 mm |                 |
|  | min        | max | min                          | max               | min                         | max               | min              | max              | min        | max             |
| 1 1/2 in (37.5 mm)                                       |            |     |                              |                   |                             |                   |                  |                  |            |                 |
| 1 in. (25 mm)  |            | 100 |                              |                   |                             |                   |                  |                  |            |                 |
| 3/4 in. (19 mm)  | 90         | 100 |                              | 100               |                             |                   |                  |                  |            |                 |
| 1/2 in. (12.5 mm)  | 75         | 89  | 80                           | 100               |                             | 100               |                  | 100              |            | 100             |
| 3/8 in. (9.5 mm)   |            |     |                              | 65                | 90                          | 100               | 90               | 100              |            | 100             |
| #4 (4.75 mm)   | 40         | 60  | 20                           | 30                | 36                          | 50                | 34               | 69               | 90         | 100             |
| #8 (2.36 mm)   | 20         | 42  | 16                           | 24 <sup>5/</sup>  | 16                          | 32 <sup>5/</sup>  | 34 <sup>6/</sup> | 52 <sup>2/</sup> | 70         | 90              |
| #16 (1.18 mm)  | 15         | 30  |                              |                   |                             |                   | 10               | 32               | 50         | 65              |
| #30 (600 μm)   |            |     | 12                           | 16                | 12                          | 18                |                  |                  |            |                 |
| #50 (300 μm)   | 6          | 15  |                              |                   |                             |                   | 4                | 15               | 15         | 30              |
| #100 (150 μm)  | 4          | 9   |                              |                   |                             |                   | 3                | 10               | 10         | 18              |
| #200 (75 μm)   | 3          | 6   | 7.0                          | 9.0 <sup>3/</sup> | 7.5                         | 9.5 <sup>3/</sup> | 4                | 6                | 7          | 9 <sup>3/</sup> |
| Ratio Dust/Asphalt Binder                                |            | 1.0 |                              | 1.5               |                             | 1.5               |                  | 1.0              |            | 1.0             |

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the ENGINEER.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

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

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

| VOLUMETRIC REQUIREMENTS |   |        |                       |   |
|-------------------------|---|--------|-----------------------|---|
| High ESAL               |   |        |                       |   |
|                         | Voids in the Mineral Aggregate (VMA), % minimum |        |                       | Voids Filled with Asphalt Binder (VFA), % |
| Ndesign                 | IL-19.0   | IL-9.5 | IL-4.75 <sup>1/</sup> |   |
| 50                      | 13.5  | 15.0   | 18.5                  | 65 – 78 <sup>2/</sup>                     |
| 70                      |   |        |                       |   |
| 90                      |   |        |                       | 65 - 75                                   |

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent"

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

| "VOLUMETRIC REQUIREMENTS<br>Low ESAL |                          |                           |  |   |
|--------------------------------------|--------------------------|---------------------------|--|---|
| Mixture Composition                  | Design Compactive Effort | Design Air Voids Target % | VMA (Voids in the Mineral Aggregate), % min. | VFA (Voids Filled with Asphalt Binder), % |
| IL-9.5L                              | N <sub>DES</sub> = 30    | 4.0                       | 15.0   | 65-78                                     |
| IL-19.0L                             | N <sub>DES</sub> = 30    | 4.0                       | 13.5   | N/A"                                      |

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

| Volumetric Requirements<br>SMA <sup>1/</sup> |                           |  |                                    |
|--|---------------------------|--|------------------------------------|
| N <sub>design</sub>                          | Design Air Voids Target % | Voids in the Mineral Aggregate (VMA), % min. | Voids Filled with Asphalt (VFA), % |
| 80 <sup>4/</sup>                             | 3.5                       | 17.0 <sup>2/</sup>                           | 75 - 83                            |
|  |                           | 16.0 <sup>3/</sup>                           |                                    |

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

“As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust.”

|  |  |  |
|--|--|--|
| Revise the table in Article 1030.05(d)(2) a. of the Standard Specifications to read:<br><br>"Parameter   | Frequency of Tests<br><br>High ESAL Mixture<br>Low ESAL Mixture                  | Test Method<br>See Manual of Test Procedures for Materials |
| Aggregate Gradation<br><br>% passing sieves:<br>1/2 in. (12.5 mm),<br>No. 4 (4.75 mm),<br>No. 8 (2.36 mm),<br>No. 30 (600 µm)<br>No. 200 (75 µm) | 1 washed ignition oven test on the mix per half day of production<br><br>Note 3. | Illinois Procedure   |
| Asphalt Binder Content by Ignition Oven<br><br>Note 1.   | 1 per half day of production   | Illinois-Modified AASHTO T 308                             |
| VMA<br><br>Note 2.   | Day's production ≥ 1200 tons:<br><br>1 per half day of production                | Illinois-Modified AASHTO R 35                              |

|  |  |  |
|--|--|--|
| Revise the table in Article 1030.05(d)(2) a. of the Standard Specifications to read:<br><br>"Parameter | Frequency of Tests<br><br>High ESAL Mixture<br>Low ESAL Mixture  | Test Method<br>See Manual of Test Procedures for Materials |
|  | Day's production < 1200 tons:<br><br>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)  |  |
| Air Voids<br><br>Bulk Specific Gravity of Gyratory Sample<br><br>Note 4.                               | Day's production ≥ 1200 tons:<br>1 per half day of production<br><br>Day's production < 1200 tons:<br><br>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | Illinois-Modified AASHTO T 312                             |



|  |   |  |
|--|---|--|
| Revise the table in Article 1030.05(d)(2) a. of the Standard Specifications to read:<br><br>"Parameter | Frequency of Tests<br><br>High ESAL Mixture<br>Low ESAL Mixture   | Test Method<br>See Manual of Test Procedures for Materials |
| Maximum Specific Gravity of Mixture  | Day's production $\geq$ 1200 tons:<br><br>1 per half day of production  | Illinois-Modified AASHTO T 209                             |
|  | Day's production < 1200 tons:<br><br>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) |  |

- Note 1. The ENGINEER may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.
- Note 2. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.
- Note 3. The ENGINEER reserves the right to require additional hot bin gradations for batch plants if control problems are evident.
- Note 4. The WMA compaction temperature for mixture volumetric testing shall be  $270 \pm 5$  °F ( $132 \pm 3$  °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be  $270 \pm 5$  °F ( $132 \pm 3$  °C) if the mixture is not allowed to cool to room

temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures.”

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

|                              |                                       |
|------------------------------|---------------------------------------|
| “Parameter                   | High ESAL Mixture<br>Low ESAL Mixture |
| Ratio<br>Dust/Asphalt Binder | 0.6 to 1.2                            |
| Moisture                     | 0.3 %”                                |

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

“(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

| “CONTROL LIMITS                       |                      |                      |                      |                      |                      |                      |
|---------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Parameter                             | High ESAL            |                      | SMA                  |                      | IL-4.75              |                      |
|                                       | Individual Test      | Moving Avg. of 4     | Test                 | Moving Avg. of 4     | Individual Test      | Moving Avg. of 4     |
| % Passing: <sup>1/</sup>              |                      |                      |                      |                      |                      |                      |
| 1/2 in. (12.5 mm)                     | ± 6 %                | ± 4 %                | ± 6 %                | ± 4 %                |                      |                      |
| 3/8 in. (9.5mm)                       |                      |                      | ± 4 %                | ± 3 %                |                      |                      |
| No. 4 (4.75 mm)                       | ± 5 %                | ± 4 %                | ± 5 %                | ± 4 %                |                      |                      |
| No. 8 (2.36 mm)                       | ± 5 %                | ± 3 %                | ± 4 %                | ± 2 %                |                      |                      |
| No. 16 (1.18 mm)                      |                      |                      | ± 4 %                | ± 2 %                | ± 4 %                | ± 3 %                |
| No. 30 (600 μm)                       | ± 4 %                | ± 2.5 %              | ± 4 %                | ± 2.5 %              |                      |                      |
| Total Dust Content<br>No. 200 (75 μm) | ± 1.5 %              | ± 1.0 %              |                      |                      | ± 1.5 %              | ± 1.0 %              |
| Asphalt Binder Content                | ± 0.3 %              | ± 0.2 %              | ± 0.2 %              | ± 0.1 %              | ± 0.3 %              | ± 0.2 %              |
| Voids                                 | ± 1.2 %              | ± 1.0 %              | ± 1.2 %              | ± 1.0 %              | ± 1.2 %              | ± 1.0 %              |
| VMA                                   | -0.7 % <sup>2/</sup> | -0.5 % <sup>2/</sup> | -0.7 % <sup>2/</sup> | -0.5 % <sup>2/</sup> | -0.7 % <sup>2/</sup> | -0.5 % <sup>2/</sup> |

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

| DENSITY CONTROL LIMITS |              |                                |
|------------------------|--------------|--------------------------------|
| Mixture Composition    | Parameter    | Individual Test                |
| IL-4.75                | Ndesign = 50 | 93.0 - 97.4 %<br><sup>1/</sup> |
| IL-9.5                 | Ndesign = 90 | 92.0 - 96.0 %                  |
| IL-9.5, IL-9.5L        | Ndesign < 90 | 92.5 - 97.4 %                  |
| IL-19.0                | Ndesign = 90 | 93.0 - 96.0 %                  |
| IL-19.0, IL-19.0L      | Ndesign < 90 | 93.0 <sup>2/</sup> - 97.4 %    |
| SMA                    | Ndesign = 80 | 93.5 - 97.4 %                  |

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

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

| “CONTROL CHART REQUIREMENTS      | High ESAL, Low ESAL, SMA & IL-4.75  |
|----------------------------------|---|
| Gradation <sup>1/ 3/</sup>       | % Passing Sieves:<br>1/2 in. (12.5 mm) <sup>2/</sup><br>No. 4 (4.75 mm)<br>No. 8 (2.36 mm)<br>No. 30 (600 μm) |
| Total Dust Content <sup>1/</sup> | No. 200 (75 μm)   |
|                                  | Asphalt Binder Content  |
|                                  | Bulk Specific Gravity   |
|                                  | Maximum Specific Gravity of Mixture   |
|                                  | Voids   |
|                                  | Density   |
|                                  | VMA   |

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve.”

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

**2) Design Verification and Production**

Description. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324      Hamburg Wheel Test

AASHTO T 283      Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the CONTRACTOR. If the mix fails the Department’s verification test, the CONTRACTOR shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

| Asphalt Binder Grade  | # Repetitions | Max Rut Depth (mm) |
|-----------------------|---------------|--------------------|
| PG 70 -XX (or higher) | 20,000        | 12.5               |
| PG 64 -XX (or lower)  | 10,000        | 12.5               |

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.  
 For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa).”

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

- “(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”.

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the ENGINEER, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the ENGINEER may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the ENGINEER, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

| Parameter              | Adjustment |
|------------------------|------------|
| 1/2 in. (12.5 mm)      | ± 5.0 %    |
| No. 4 (4.75 mm)        | ± 4.0 %    |
| No. 8 (2.36 mm)        | ± 3.0 %    |
| No. 30 (600 µm)        | *          |
| No. 200 (75 µm)        | *          |
| Asphalt Binder Content | ± 0.3 %    |

\* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The CONTRACTOR shall immediately cease production upon notification by the ENGINEER of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the ENGINEER receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the ENGINEER.”

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

“(b) Low ESAL Mixtures.”

Add the following to Article 1030.06 of the Standard Specifications:

“(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day’s production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the ENGINEER. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the CONTRACTOR takes such action as is necessary to furnish a mixture meeting the criteria”

The CONTRACTOR shall immediately cease production upon notification by the ENGINEER of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the ENGINEER receives passing Hamburg Wheel tests.

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s  $G_{mb}$ .”

Basis of Payment.

Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

“For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the CONTRACTOR because of reduced production rates associated with the addition of the anti-stripping additive.”

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**(D-1) RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

Effective: November 1, 2012

Revise: April 2, 2015

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 resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. 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 90 percent passing the #4 (4.75 mm) sieve. RAS 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. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent 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 processed prior to testing and sized into 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 in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the ENGINEER, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout 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 be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The ENGINEER's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is

approved for use in the HMA mixture and 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.** FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
- (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) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
  - (3) 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.

Before extraction, each field sample of FRAP, shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The CONTRACTOR shall extract the other test sample according to Department procedure. The ENGINEER reserves the right to test any sample (split or Department-taken) to verify CONTRACTOR test results.

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The CONTRACTOR shall also sample as incoming material at the HMA plant.
- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run 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 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be 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.

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The CONTRACTOR shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The CONTRACTOR shall extract the other test sample according to Department procedures. The ENGINEER reserves the right to test any sample (split or Department-taken) to verify CONTRACTOR test results.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag),  $G_{mm}$ . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

| Parameter       | FRAP                 |
|-----------------|----------------------|
| No. 4 (4.75 mm) | ± 6 %                |
| No. 8 (2.36 mm) | ± 5 %                |
| No. 30 (600 μm) | ± 5 %                |
| No. 200 (75 μm) | ± 2.0 %              |
| Asphalt Binder  | ± 0.3 %              |
| $G_{mm}$        | ± 0.03 <sup>1/</sup> |

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The CONTRACTOR shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the ENGINEER, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for

the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS 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. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, 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)        | ± 2.5 % |
| Asphalt Binder Content | ± 2.0 % |

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the ENGINEER. The ENGINEER may witness the sampling and splitting conduct assurance tests on split samples taken by the CONTRACTOR for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of CONTRACTOR samples for asphalt binder content and gradation. The ENGINEER may select any or all split samples for assurance testing. The test results will be made available to the CONTRACTOR as soon as they become available.

The ENGINEER will notify the CONTRACTOR of observed deficiencies.

Differences between the CONTRACTOR's and the ENGINEER's split sample test results will be considered acceptable if within the following limits.

| Test Parameter           | Acceptable Limits of Precision |      |
|--------------------------|--------------------------------|------|
|                          | FRAP                           | RAS  |
| % Passing: <sup>1/</sup> |                                |      |
| 1 / 2 in.                | 5.0%                           |      |
| No. 4                    | 5.0%                           |      |
| No. 8                    | 3.0%                           | 4.0% |
| No. 30                   | 2.0%                           | 3.0% |
| No. 200                  | 2.2%                           | 2.5% |
| Asphalt Binder Content   | 0.3%                           | 1.0% |
| G <sub>mm</sub>          | 0.030                          |      |

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the ENGINEER will immediately investigate.

- (d) Acceptance by the ENGINEER. Acceptable of the material will be based on the validation of the CONTRACTOR's quality control by the assurance process.

**1031.05 Quality Designation of Aggregate in RAP and FRAP.**

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

- (b) FRAP. If the ENGINEER has documentation of the quality of the FRAP aggregate, the CONTRACTOR shall use the assigned quality provided by the ENGINEER.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The CONTRACTOR shall obtain a representative sample witnessed by the ENGINEER. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing.

The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the CONTRACTOR. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable through a MicroDeval Testing.

**1031.06 Use of FRAP and/or RAS in HMA.** The use of FRAP and/or RAS shall be a CONTRACTOR's option when constructing HMA in all contracts.

(a) FRAP. The use of FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

| HMA Mixtures <sup>1/ 2/ 4/</sup> | Maximum % ABR |                        |         |                                |
|----------------------------------|---------------|------------------------|---------|--------------------------------|
|                                  | Ndesign       | Binder/Leveling Binder | Surface | Polymer Modified <sup>3/</sup> |
| 30L                              |               | 50                     | 40      | 30                             |
| 50                               |               | 40                     | 35      | 30                             |
| 70                               |               | 40                     | 30      | 30                             |
| 90                               |               | 40                     | 30      | 30                             |
| 4.75 mm N-50                     |               |                        |         | 40                             |
| SMA N-80                         |               |                        |         | 30                             |

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 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) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500-2.300 shall be used for mix design purposes.



**1031.08 HMA Production.** HMA production utilizing FRAP and/or RAS shall be as follows.

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 RAS and FRAP 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 during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the CONTRACTOR shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) 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  $\pm 0.5$  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.
- (b) HMA Plant Requirements. HMA plants utilizing 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 RAS and FRAP 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 RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)

- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
  - j. Accumulated mixture tonnage.
  - k. Dust Removed (accumulated to the nearest 0.1 ton)
- (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. RAS and FRAP weight to the nearest pound (kilogram).
  - f. Virgin asphalt binder weight to the nearest pound (kilogram).
  - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the ENGINEER and shall be made available upon request. The printing system will be inspected by the ENGINEER prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

**(D-1) TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The CONTRACTOR shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

**STANDARDS:**

- 701301-04 Lane Closure, 2L, 2W, Short Time Operations
- 701501-06 Lane Closure, 2L, 2W Undivided for Speeds < 45 MPH
- 701801-05 Sidewalk, Corner or Crosswalk Closure
- 701901-04 Traffic Control Devices

**SPECIAL PROVISIONS:**

Check Sheet LRS 3 Work Zone Traffic Control

**DETAILS:**

- TC 10 Traffic Control and Protection for Side Roads, Intersections, and Driveways
- TC 13 District One Typical Pavement Markings
- TC 16 Pavement Marking Letters and Symbols for Traffic Staging
- TC 22 Arterial Road Information Sign

(D-1) UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

“The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

| Nominal Size |      | Nominal I.D. |       | Nominal O.D. |       | Minimum Wall |              |
|--------------|------|--------------|-------|--------------|-------|--------------|--------------|
| mm           | in   | mm           | in    | mm           | in    | mm           | in           |
| 31.75        | 1.25 | 35.05        | 1.380 | 42.16        | 1.660 | 3.556 +0.51  | 0.140 +0.020 |
| 38.1         | 1.50 | 40.89        | 1.610 | 48.26        | 1.900 | 3.683 +0.51  | 0.145 +0.020 |

| Nominal Size |      | Pulled Tensile |     |
|--------------|------|----------------|-----|
| mm           | in   | N              | lbs |
| 31.75        | 1.25 | 3322           | 747 |
| 38.1         | 1.50 | 3972           | 893 |

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

| Duct Diameter |      | Min. force required to deform sample 50% |      |
|---------------|------|--|------|
| mm            | in   | N  | lbs  |
| 35            | 1.25 | 4937                                     | 1110 |
| 41            | 1.5  | 4559                                     | 1025 |

**(D-1) WIRE AND CABLE**

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

| Phase Conductor |           | Messenger wire               |      |                  |           |
|-----------------|-----------|------------------------------|------|------------------|-----------|
| Size AWG        | Stranding | Average Insulation Thickness |      | Minimum Size AWG | Stranding |
|                 |           | mm                           | mils |                  |           |
| 6               | 7         | 1.1                          | (45) | 6                | 6/1       |
| 4               | 7         | 1.1                          | (45) | 4                | 6/1       |
| 2               | 7         | 1.1                          | (45) | 2                | 6/1       |
| 1/0             | 19        | 1.5                          | (60) | 1/0              | 6/1       |
| 2/0             | 19        | 1.5                          | (60) | 2/0              | 6/1       |
| 3/0             | 19        | 1.5                          | (60) | 3/0              | 6/1       |
| 4/0             | 19        | 1.5                          | (60) | 4/0              | 6/1       |

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

"The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing."

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Riverside

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: July 1, 2015

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department 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, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards:  $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$ . For HMA mixtures measured in square meters:  $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$ . When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and % AC<sub>V</sub>.

For bituminous materials measured in gallons:  $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters:  $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

- D = Depth of the HMA mixture, in. (mm).
- $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.
- V = Volume of the bituminous material, gal (L).
- SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the  $BPI_L$  and  $BPI_P$  in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract?

Yes

No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

80173

**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 <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle;<br>ITP 104 <sup>1/</sup> , % Loss max. | 15                | 15               | 20                 | 25 <sup>2/</sup> |
| Los Angeles Abrasion,<br>ITP 96 <sup>11/</sup> , % Loss max.                              | 40 <sup>3/</sup>  | 40 <sup>4/</sup> | 40 <sup>5/</sup>   | 45               |
| Minus No. 200 (75 µm) Sieve<br>Material,<br>ITP 11  | 1.0 <sup>6/</sup> | ---              | 2.5 <sup>7/</sup>  | ---              |
| Deleterious Materials <sup>10/</sup>  |                   |                  |                    |                  |
| Shale, % max.   | 1.0               | 2.0              | 4.0 <sup>8/</sup>  | ---              |
| Clay Lumps, % max.  | 0.25              | 0.5              | 0.5 <sup>8/</sup>  | ---              |
| Coal & Lignite, % max.  | 0.25              | ---              | ---                | ---              |
| Soft & Unsound Fragments, %<br>max.   | 4.0               | 6.0              | 8.0 <sup>8/</sup>  | ---              |
| Other Deleterious, % max.   | 4.0 <sup>9/</sup> | 2.0              | 2.0 <sup>8/</sup>  | ---              |
| Total Deleterious, % max.   | 5.0               | 6.0              | 10.0 <sup>8/</sup> | ---              |
| Oil-Stained Aggregate <sup>10/</sup> , % 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."

80360

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

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant ..... 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T<sub>1</sub> or T<sub>2</sub>), according to ASTM C 920.”

80334

## CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

| Effective Dates            | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 <sup>1/</sup> | 500-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2011 <sup>2/</sup> | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2012 <sup>2/</sup> | 50-99            | 2004       |
|                            | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) ~~included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List~~ (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vi/cvt.htm>); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.



Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

## CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2015

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 22.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; 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 performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of

efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 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.
- (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 regular dealer or manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be

required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (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). 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 listed 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 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime

Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. 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 Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (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.

80029

## **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.”

80358

**FRICTION AGGREGATE (BDE)**

Effective: January 1, 2011  
Revised: November 1, 2014

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

**"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

| Use     | Mixture       | Aggregates Allowed   |
|---------|---------------|--|
| Class A | Seal or Cover | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Gravel<br>Crushed Gravel<br>Carbonate Crushed Stone<br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br>Crushed Concrete |

| Use                          | Mixture   | Aggregates Allowed   |          |         |               |          |
|------------------------------|---|--|----------|---------|---------------|----------|
| HMA<br>Low ESAL              | Stabilized<br>Subbase or<br>Shoulders   | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Gravel<br>Crushed Gravel<br>Carbonate Crushed Stone<br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>1/</sup><br>Crushed Concrete   |          |         |               |          |
| HMA<br>High ESAL<br>Low ESAL | Binder<br>IL-19.0<br>or IL-19.0L<br><br>SMA Binder  | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Concrete <sup>3/</sup>   |          |         |               |          |
| HMA<br>High ESAL<br>Low ESAL | C Surface and<br>Leveling Binder<br>IL-9.5 or IL-9.5L<br><br>SMA<br>Ndesign 50<br>Surface | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>4/</sup><br>Crushed Concrete <sup>3/</sup>                           |          |         |               |          |
| HMA<br>High ESAL             | D Surface and<br>Leveling Binder<br>IL-9.5<br><br>SMA<br>Ndesign 50<br>Surface            | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :<br>Crushed Gravel<br>Carbonate Crushed Stone (other than<br>Limestone) <sup>2/</sup><br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag <sup>4/</sup><br>Crushed Concrete <sup>3/</sup> |          |         |               |          |
|                              |   | <u>Other Combinations Allowed:</u>   |          |         |               |          |
|                              |   | <table border="1"> <tr> <td>Up to...</td> <td>With...</td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>  | Up to... | With... | 25% Limestone | Dolomite |
| Up to...                     | With...   |  |          |         |               |          |
| 25% Limestone                | Dolomite  |  |          |         |               |          |

| Use  | Mixture  | Aggregates Allowed   |   |
|--|--|--|---|
|  |  | 50% Limestone  | Any Mixture D aggregate other than Dolomite |
|  |  | 75% Limestone  | Crushed Slag (ACBF) or Crushed Sandstone    |
| HMA<br>High ESAL                                     | E Surface<br>IL-9.5<br><br>SMA<br>Ndesign 80<br>Surface                                  | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :   |   |
|  |  | Crushed Gravel<br>Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br>Crushed Concrete <sup>3/</sup><br><br>No Limestone. |   |
|  |  | <u>Other Combinations Allowed:</u>   |   |
|  |  | <i>Up to...</i>  | <i>With...</i>                              |
|  |  | 50% Dolomite <sup>2/</sup>   | Any Mixture E aggregate                     |
| 75% Dolomite <sup>2/</sup>                           | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |  |   |
| 75% Crushed Gravel or Crushed Concrete <sup>3/</sup> | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag |  |   |
| HMA<br>High ESAL                                     | F Surface<br>IL-9.5<br><br>SMA<br>Ndesign 80<br>Surface                                  | <u>Allowed Alone or in Combination</u> <sup>5/</sup> :   |   |
|  |  | Crystalline Crushed Stone<br>Crushed Sandstone<br>Crushed Slag (ACBF)<br>Crushed Steel Slag<br>No Limestone.   |   |
| <u>Other Combinations Allowed:</u>                   |  |  |   |

| Use | Mixture | Aggregates Allowed   |  |
|-----|---------|--|--|
|     |         | Up to...   | With...  |
|     |         | 50% Crushed Gravel, Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup> | Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone |

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

80265

**HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)**

Effective: January 1, 2010

Revised: April 1, 2012

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

| "Mixture Composition       | Parameter    | Individual Test (includes confined edges) | Unconfined Edge Joint Density Minimum |
|----------------------------|--------------|---|---------------------------------------|
| IL-4.75                    | Ndesign = 50 | 93.0 - 97.4%                              | 91.0%                                 |
| IL-9.5, IL-12.5            | Ndesign ≥ 90 | 92.0 - 96.0%                              | 90.0%                                 |
| IL-9.5, IL-9.5L, IL-12.5   | Ndesign < 90 | 92.5 - 97.4%                              | 90.0%                                 |
| IL-19.0, IL-25.0           | Ndesign ≥ 90 | 93.0 - 96.0%                              | 90.0%                                 |
| IL-19.0, IL-19.0L, IL-25.0 | Ndesign < 90 | 93.0 - 97.4%                              | 90.0%                                 |

|           |                   |              |        |
|-----------|-------------------|--------------|--------|
| SMA       | Ndesign = 50 & 80 | 93.5 - 97.4% | 91.0%  |
| All Other | Ndesign = 30      | 93.0 - 97.4% | 90.0%* |

80246

**HOT MIX ASPHALT – PRIME COAT (BDE)**

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

| Application                                 | Bituminous Material Types  |
|---|--|
| Prime Coat on Brick, Concrete, or HMA Bases | SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70 |
| Prime Coat on Aggregate Bases               | MC-30, PEP”  |

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper ..... 1101.19
- “(j) Spray Paver ..... 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

| Type of Surface to be Primed   | Residual Asphalt Rate<br>lb/sq ft (kg/sq m) |
|--|---|
| Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete | 0.05 (0.244)                                |
| Fog Coat between HMA Lifts, IL-4.75 & Brick  | 0.025 (0.122)                               |

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is



fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft  $\pm$  0.01 (1.21 kg/sq m  $\pm$ 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

"**406.14 Basis of Payment.** Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

**"407.02 Materials.** Materials shall be according to Article 406.02, except as follows.

| Item  | Article/Section |
|---|-----------------|
| (a) Packaged Rapid Hardening Mortar or Concrete ..... | 1018"           |

Revise Article 407.06(b) of the Standard Specifications to read:

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

**"408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

**"408.05 Basis of Payment.** This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

**"1032.02 Measurement.** Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

|             |         |        |
|-------------|---------|--------|
| "SS-1vh     | 160-180 | 70-80  |
| RS-1, CRS-1 | 75-130  | 25-55" |

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

| Requirements for SS-1vh               |     |           |                    |
|---------------------------------------|-----|-----------|--------------------|
| Test                                  |     | SPEC      | AASHTO Test Method |
| Saybolt Viscosity @ 25C,              | SFS | 20-200    | T 72               |
| Storage Stability, 24hr.,             | %   | 1 max.    | T 59               |
| Residue by Evaporation,               | %   | 50 min.   | T 59               |
| Sieve Test,                           | %   | 0.3 max.  | T 59               |
| Tests on Residue from Evaporation     |     |           |                    |
| Penetration @25°C, 100g., 5 sec., dmm |     | 20 max.   | T 49               |
| Softening Point,                      | °C  | 65 min.   | T 53               |
| Solubility,                           | %   | 97.5 min. | T 44               |
| Orig. DSR @ 82°C,                     | kPa | 1.00 min. | T 315"             |

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

| "Grade  | Use                                |
|---|------------------------------------|
| SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh | Prime or fog seal                  |
| PEP   | Bituminous surface treatment prime |
| RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2                             | Bituminous surface treatment       |
| CSS-1h Latex Modified   | Microsurfacing"                    |

Add the following to Article 1101 of the Standard Specifications.

**"1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

**"1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

80348

**LRFD STORM SEWER BURIAL TABLES (BDE)**

Effective: November 1, 2013

Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

| Item   | Article Section |
|--|-----------------|
| (a) Clay Sewer Pipe .....  | 1040.02         |
| (b) Extra Strength Clay Pipe .....   | 1040.02         |
| (c) Concrete Sewer, Storm Drain, and Culvert Pipe .....                                | 1042            |
| (d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe .....                     | 1042            |
| (e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) ..... | 1042            |
| (f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) .....       | 1042            |
| (g) Polyvinyl Chloride (PVC) Pipe .....  | 1040.03         |
| (h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior .....              | 1040.03         |
| (i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior .....                     | 1040.08         |
| (j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe .....       | 1056            |
| (k) Mastic Joint Sealer for Pipe .....   | 1055            |
| (l) External Sealing Band .....  | 1057            |
| (m) Fine Aggregate (Note 2) .....  | 1003.04         |
| (n) Coarse Aggregate (Note 3) .....  | 1004.05         |
| (o) Reinforcement Bars and Welded Wire Fabric .....                                    | 1006.10         |
| (p) Handling Hole Plugs .....  | 1042.16         |
| (q) Polyethylene (PE) Pipe with a Smooth Interior .....                                | 1040.04         |
| (r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior .....                     | 1040.04         |

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

| "Class | Materials   |
|--------|---|
| A      | Rigid Pipes:<br>Clay Sewer Pipe<br>Extra Strength Clay Pipe<br>Concrete Sewer, Storm Drain, and Culvert Pipe<br>Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe  |
| B      | Rigid Pipes:<br>Clay Sewer Pipe<br>Extra Strength Clay Pipe<br>Concrete Sewer, Storm Drain, and Culvert Pipe<br>Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe<br>Flexible Pipes:<br>Polyvinyl Chloride (PVC) Pipe<br>Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior<br>Polyethylene (PE) Pipe with a Smooth Interior<br>Corrugated Polyethylene (PE) Pipe with a Smooth Interior<br>Corrugated Polypropylene (CPP) Pipe with a Smooth Interior" |

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

| STORM SEWERS<br>KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED<br>FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |   |     |      |     |      |    |     |     |   |     |      |     |      |    |     |     |
|--|---|-----|------|-----|------|----|-----|-----|---|-----|------|-----|------|----|-----|-----|
| Nominal<br>Diameter<br>in.   | Type 1  |     |      |     |      |    |     |     | Type 2  |     |      |     |      |    |     |     |
|  | Fill Height: 3' and less<br>With 1' minimum cover |     |      |     |      |    |     |     | Fill Height: Greater than 3'<br>not exceeding 10' |     |      |     |      |    |     |     |
|  | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 10   | NA  | 3   | X    | X   | X    | X  | X   | NA  | NA  | 1   | *X   | X   | X    | X  | X   | NA  |
| 12   | IV  | NA  | X    | X   | X    | X  | X   | X   | II  | 1   | *X   | X   | X    | X  | X   | X   |
| 15   | IV  | NA  | NA   | X   | X    | NA | X   | X   | II  | 1   | *X   | X   | X    | NA | X   | X   |
| 18   | IV  | NA  | NA   | X   | X    | X  | X   | X   | II  | 2   | X    | X   | X    | X  | X   | X   |
| 21   | III   | NA  | NA   | X   | X    | NA | NA  | NA  | II  | 2   | X    | X   | X    | NA | NA  | NA  |
| 24   | III   | NA  | NA   | X   | X    | X  | X   | X   | II  | 2   | X    | X   | X    | X  | X   | X   |
| 27   | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | 3   | X    | NA  | NA   | NA | NA  | NA  |
| 30   | IV  | NA  | NA   | X   | X    | X  | X   | X   | II  | 3   | X    | X   | X    | X  | X   | X   |
| 33   | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | X    | NA  | NA   | NA | NA  | NA  |
| 36   | III   | NA  | NA   | X   | X    | X  | X   | X   | II  | NA  | X    | X   | X    | X  | X   | X   |
| 42   | II  | NA  | X    | X   | NA   | X  | X   | NA  | II  | NA  | X    | X   | NA   | X  | NA  | NA  |
| 48   | II  | NA  | X    | X   | NA   | X  | X   | X   | II  | NA  | X    | X   | NA   | X  | NA  | NA  |
| 54   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 60   | II  | NA  | NA   | NA  | NA   | NA | NA  | X   | II  | NA  | NA   | NA  | NA   | NA | NA  | X   |
| 66   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 72   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 78   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 84   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 90   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 96   | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 102  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 108  | II  | NA  | NA   | NA  | NA   | NA | NA  | NA  | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe
- ESCP Extra Strength Clay Pipe
- PE Polyethylene Pipe with a Smooth Interior
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene pipe with a Smooth Interior
- X This material may be used for the given pipe diameter and fill height.
- NA This material is Not Acceptable for the given pipe diameter and fill height.
- \* May also use Standard Strength Clay Pipe

| STORM SEWERS (Metric)  |  |     |      |     |      |    |     |     |  |     |      |     |      |    |     |     |
|--|--|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|-----|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED                     |  |     |      |     |      |    |     |     |  |     |      |     |      |    |     |     |
| FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |  |     |      |     |      |    |     |     |  |     |      |     |      |    |     |     |
| Nominal Diameter in.   | Type 1   |     |      |     |      |    |     |     | Type 2   |     |      |     |      |    |     |     |
|  | Fill Height: 1 m and less<br>With 300 mm minimum cover |     |      |     |      |    |     |     | Fill Height: Greater than 1 m<br>not exceeding 3 m |     |      |     |      |    |     |     |
|  | RCCP   | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP   | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 250  | NA   | 3   | X    | X   | X    | X  | X   | NA  | NA   | 1   | *X   | X   | X    | X  | X   | NA  |
| 300  | IV   | NA  | X    | X   | X    | X  | X   | X   | II   | 1   | *X   | X   | X    | X  | X   | X   |
| 375  | IV   | NA  | NA   | X   | X    | NA | X   | X   | II   | 1   | *X   | X   | X    | NA | X   | X   |
| 450  | IV   | NA  | NA   | X   | X    | X  | X   | X   | II   | 2   | X    | X   | X    | X  | X   | X   |
| 525  | III  | NA  | NA   | X   | X    | NA | NA  | NA  | II   | 2   | X    | X   | X    | NA | NA  | NA  |
| 600  | III  | NA  | NA   | X   | X    | X  | X   | X   | II   | 2   | X    | X   | X    | X  | X   | X   |
| 675  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | 3   | X    | NA  | NA   | NA | NA  | NA  |
| 750  | IV   | NA  | NA   | X   | X    | X  | X   | X   | II   | 3   | X    | X   | X    | X  | X   | X   |
| 825  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | X    | NA  | NA   | NA | NA  | NA  |
| 900  | III  | NA  | NA   | X   | X    | X  | X   | X   | II   | NA  | X    | X   | X    | X  | X   | X   |
| 1050   | II   | NA  | X    | X   | NA   | X  | X   | NA  | II   | NA  | X    | X   | NA   | X  | NA  | NA  |
| 1200   | II   | NA  | X    | X   | NA   | X  | X   | X   | II   | NA  | X    | X   | NA   | X  | NA  | NA  |
| 1350   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 1500   | II   | NA  | NA   | NA  | NA   | NA | NA  | X   | II   | NA  | NA   | NA  | NA   | NA | NA  | X   |
| 1650   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 1800   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 1950   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 2100   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 2250   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 2400   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 2550   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  |
| 2700   | II   | NA  | NA   | NA  | NA   | NA | NA  | NA  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe
- ESCP Extra Strength Clay Pipe
- PE Polyethylene Pipe with a Smooth Interior
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene pipe with a Smooth Interior
- X This material may be used for the given pipe diameter and fill height.
- NA This material is Not Acceptable for the given pipe diameter and fill height.
- \* May also use Standard Strength Clay Pipe



| STORM SEWERS<br>KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED<br>FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |  |     |      |     |      |    |     |     |  |     |      |     |      |    |     |    |
|--|--|-----|------|-----|------|----|-----|-----|--|-----|------|-----|------|----|-----|----|
| Nominal<br>Diameter<br>in.   | Type 3<br>Fill Height: Greater than 10'<br>not exceeding 15' |     |      |     |      |    |     |     | Type 4<br>Fill Height: Greater than 15'<br>not exceeding 20' |     |      |     |      |    |     |    |
|  | RCCP   | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP   | CSP | ESCP | PVC | CPVC | PE | CPP |    |
|  | 10   | NA  | 2    | X   | X    | X  | X   | X   | NA   | NA  | 3    | X   | X    | X  | X   | NA |
| 12   | III  | 2   | X    | X   | X    | X  | NA  | X   | IV   | NA  | NA   | X   | X    | X  | NA  |    |
| 15   | III  | 3   | X    | X   | X    | NA | NA  | X   | IV   | NA  | NA   | X   | X    | X  | X   |    |
| 18   | III  | NA  | X    | X   | X    | X  | NA  | X   | IV   | NA  | NA   | X   | X    | X  | NA  |    |
| 21   | III  | NA  | NA   | X   | X    | NA | NA  | NA  | IV   | NA  | NA   | X   | X    | NA | NA  |    |
| 24   | III  | NA  | NA   | X   | X    | X  | NA  | NA  | IV   | NA  | NA   | X   | X    | X  | NA  |    |
| 27   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 30   | III  | NA  | NA   | X   | X    | X  | NA  | X   | IV   | NA  | NA   | X   | X    | X  | NA  |    |
| 33   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 36   | III  | NA  | NA   | X   | X    | X  | NA  | NA  | IV   | NA  | NA   | X   | X    | X  | NA  |    |
| 42   | III  | NA  | NA   | X   | NA   | X  | NA  | NA  | IV   | NA  | NA   | X   | NA   | X  | NA  |    |
| 48   | III  | NA  | NA   | X   | NA   | X  | NA  | NA  | IV   | NA  | NA   | X   | NA   | X  | NA  |    |
| 54   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 60   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 66   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 72   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 78   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 84   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 90   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | 1680   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 96   | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | 1690   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 102  | III  | NA  | NA   | NA  | NA   | NA | NA  | NA  | 1700   | NA  | NA   | NA  | NA   | NA | NA  |    |
| 108  | 1360   | NA  | NA   | NA  | NA   | NA | NA  | NA  | 1710   | NA  | NA   | NA  | NA   | NA | NA  |    |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

\* May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

**STORM SEWERS (metric)  
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED  
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

| Nominal Diameter in. | Type 3  |     |      |     |      |    |     |     | Type 4  |     |      |     |      |    |     |
|----------------------|---|-----|------|-----|------|----|-----|-----|---|-----|------|-----|------|----|-----|
|                      | Fill Height: Greater than 3 m not exceeding 4.5 m |     |      |     |      |    |     |     | Fill Height: Greater than 4.5 m not exceeding 6 m |     |      |     |      |    |     |
|                      | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPP |
| 250                  | NA  | 2   | X    | X   | X    | X  | X   | NA  | NA  | 3   | X    | X   | X    | X  | NA  |
| 300                  | III   | 2   | X    | X   | X    | X  | NA  | X   | IV  | NA  | NA   | X   | X    | X  | NA  |
| 375                  | III   | 3   | X    | X   | X    | NA | NA  | X   | IV  | NA  | NA   | X   | X    | NA | X   |
| 450                  | III   | NA  | X    | X   | X    | X  | NA  | X   | IV  | NA  | NA   | X   | X    | X  | NA  |
| 525                  | III   | NA  | NA   | X   | X    | NA | NA  | NA  | IV  | NA  | NA   | X   | X    | NA | NA  |
| 600                  | III   | NA  | NA   | X   | X    | X  | NA  | NA  | IV  | NA  | NA   | X   | X    | X  | NA  |
| 675                  | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 750                  | III   | NA  | NA   | X   | X    | X  | NA  | X   | IV  | NA  | NA   | X   | X    | X  | NA  |
| 825                  | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | X  | NA  |
| 900                  | III   | NA  | NA   | X   | X    | X  | NA  | NA  | IV  | NA  | NA   | X   | X    | X  | NA  |
| 1050                 | III   | NA  | NA   | X   | NA   | X  | NA  | NA  | IV  | NA  | NA   | X   | NA   | X  | NA  |
| 1200                 | III   | NA  | NA   | X   | NA   | X  | NA  | NA  | IV  | NA  | NA   | X   | NA   | X  | NA  |
| 1350                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 1500                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 1650                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 1800                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 1950                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 2100                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | IV  | NA  | NA   | NA  | NA   | NA | NA  |
| 2250                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | 80  | NA  | NA   | NA  | NA   | NA | NA  |
| 2400                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | 80  | NA  | NA   | NA  | NA   | NA | NA  |
| 2550                 | III   | NA  | NA   | NA  | NA   | NA | NA  | NA  | 80  | NA  | NA   | NA  | NA   | NA | NA  |
| 2700                 | 70  | NA  | NA   | NA  | NA   | NA | NA  | NA  | 80  | NA  | NA   | NA  | NA   | NA | NA  |

- RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- CSP Concrete Sewer, Storm drain, and Culvert Pipe
- PVC Polyvinyl Chloride Pipe
- CPVC Corrugated Polyvinyl Chloride Pipe
- ESCP Extra Strength Clay Pipe
- PE Polyethylene Pipe with a Smooth Interior
- CPE Corrugated Polyethylene Pipe with a Smooth Interior
- CPP Corrugated Polypropylene pipe with a Smooth Interior
- X This material may be used for the given pipe diameter and fill height.
- NA This material is Not Acceptable for the given pipe diameter and fill height.
- \* May also use Standard Strength Clay Pipe
- Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

| STORM SEWERS<br>KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED<br>FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |  |     |      |  |     |      |  |      |
|--|--|-----|------|--|-----|------|--|------|
| Nominal<br>Diameter<br>in.   | Type 5   |     |      | Type 6   |     |      | Type 7   |      |
|  | Fill Height: Greater than 20'<br>not exceeding 25' |     |      | Fill Height: Greater than 25'<br>not exceeding 30' |     |      | Fill Height: Greater than 30'<br>not exceeding 35' |      |
|  | RCCP   | PVC | CPVC | RCCP   | PVC | CPVC | RCCP   | CPVC |
| 10   | NA   | X   | X    | NA   | X   | X    | NA   | X    |
| 12   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 15   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 18   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 21   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 24   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 27   | IV   | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 30   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 33   | IV   | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 36   | IV   | X   | X    | V  | X   | X    | V  | X    |
| 42   | IV   | X   | NA   | V  | X   | NA   | V  | NA   |
| 48   | IV   | X   | NA   | V  | X   | NA   | V  | NA   |
| 54   | IV   | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 60   | IV   | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 66   | IV   | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 72   | V  | NA  | NA   | V  | NA  | NA   | V  | NA   |
| 78   | 2020   | NA  | NA   | 2370   | NA  | NA   | 2730   | NA   |
| 84   | 2020   | NA  | NA   | 2380   | NA  | NA   | 2740   | NA   |
| 90   | 2030   | NA  | NA   | 2390   | NA  | NA   | 2750   | NA   |
| 96   | 2040   | NA  | NA   | 2400   | NA  | NA   | 2750   | NA   |
| 102  | 2050   | NA  | NA   | 2410   | NA  | NA   | 2760   | NA   |
| 108  | 2060   | NA  | NA   | 2410   | NA  | NA   | 2770   | NA   |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

| STORM SEWERS (metric)  |   |     |      |   |     |      |   |      |
|--|---|-----|------|---|-----|------|---|------|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED                     |   |     |      |   |     |      |   |      |
| FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |   |     |      |   |     |      |   |      |
| Nominal Diameter in.   | Type 5  |     |      | Type 6  |     |      | Type 7  |      |
|  | Fill Height: Greater than 20' not exceeding 25' |     |      | Fill Height: Greater than 25' not exceeding 30' |     |      | Fill Height: Greater than 30' not exceeding 35' |      |
|  | RCCP  | PVC | CPVC | RCCP  | PVC | CPVC | RCCP  | CPVC |
| 250  | NA  | X   | X    | NA  | X   | X    | NA  | X    |
| 300  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 375  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 450  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 525  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 600  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 675  | IV  | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 750  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 825  | IV  | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 900  | IV  | X   | X    | V   | X   | X    | V   | X    |
| 1050   | IV  | X   | NA   | V   | X   | NA   | V   | NA   |
| 1200   | IV  | X   | NA   | V   | X   | NA   | V   | NA   |
| 1350   | IV  | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 1500   | IV  | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 1650   | IV  | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 1800   | V   | NA  | NA   | V   | NA  | NA   | V   | NA   |
| 1950   | 100   | NA  | NA   | 110   | NA  | NA   | 130   | NA   |
| 2100   | 100   | NA  | NA   | 110   | NA  | NA   | 130   | NA   |
| 2250   | 100   | NA  | NA   | 110   | NA  | NA   | 130   | NA   |
| 2400   | 100   | NA  | NA   | 120   | NA  | NA   | 130   | NA   |
| 2550   | 100   | NA  | NA   | 120   | NA  | NA   | 130   | NA   |
| 2700   | 100   | NA  | NA   | 120   | NA  | NA   | 130   | NA   |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

**“550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used.”

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

**“1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

**“1040.08 Polypropylene (PP) Pipe.** Storage and handling shall be according to the manufacturer’s recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

80325

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

80254

PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

"SYMBOLS

| Symbol   | Large Size<br>sq ft (sq m) | Small Size<br>sq ft (sq m) |
|--|----------------------------|----------------------------|
| Through Arrow                                      | 11.5 (1.07)                | 6.5 (0.60)                 |
| Left or Right Arrow                                | 15.6 (1.47)                | 8.8 (0.82)                 |
| 2 Arrow Combination<br>Left (or Right) and Through | 26.0 (2.42)                | 14.7 (1.37)                |
| 3 Arrow Combination<br>Left, Right, and Through    | 38.4 (3.56)                | 20.9 (1.94)                |
| Lane Drop Arrow                                    | 41.5 (3.86)                | --                         |
| Wrong Way Arrow                                    | 24.3 (2.26)                | --                         |
| Railroad "R" 6 ft (1.8 m)                          | 3.6 (0.33)                 | --                         |
| Railroad "X" 20 ft (6.1 m)                         | 54.0 (5.02)                | --                         |
| International Symbol of<br>Accessibility           | 3.1 (0.29)                 | --                         |
| Bike Symbol  | 4.7 (0.44)                 | --                         |
| Shared Lane Symbol                                 | 8.0 (0.74)                 | --"                        |

80352



## 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."

80328

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)**

Effective: January 1, 2006

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

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| NAMED INSURED & ADDRESS  | NUMBER & SPEED OF PASSENGER TRAINS                                  | NUMBER & SPEED OF FREIGHT TRAINS               |
|--|---|--|
| <b>BNSF Railway Corporate Headquarters</b><br>2650 Lou Menk Drive<br>Fort Worth, TX 76131                | 103 Passenger Trains<br>69 MPH                                      | 50 Freight Trains<br>60 MPH                    |
| DOT/AAR No.: <b>079498V</b><br>RR Division: Chicago  | RR Mile Post: <b>11.02</b><br>RR Sub-Division: Chicago Sub-Division |  |
| For Freight/Passenger Information Contact: Brian Soyk<br>For Insurance Information Contact: Vicki Norman |   | Phone: (630) 692-6295<br>Phone: (817) 230-2628 |

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DOT/AAR No.:  
RR Division:  
For Freight/Passenger Information Contact:  
For Insurance Information Contact:

RR Mile Post:  
RR Sub-Division:  
Phone:  
Phone:

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

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

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

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

80157

## RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

“When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables.”

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

Type AA Sheeting  
Minimum Coefficient of Retroreflection  
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (Average of 0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FO  |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|
| 0.2                      | -4                    | 800   | 600    | 120 | 80    | 40   | 200 |
| 0.2                      | +30                   | 400   | 300    | 60  | 35    | 20   | 100 |
| 0.5                      | -4                    | 200   | 150    | 30  | 20    | 10   | 75  |
| 0.5                      | +30                   | 100   | 75     | 15  | 10    | 5    | 35  |

Type AA (45 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | Yellow | FO  |
|--------------------------|-----------------------|--------|-----|
| 0.2                      | -4                    | 500    | 165 |
| 0.2                      | +30                   | 115    | 40  |
| 0.5                      | -4                    | 140    | 65  |
| 0.5                      | +30                   | 60     | 30  |

Type AP Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP (Average of 0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | Brown | FO  |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-------|-----|
| 0.2                      | -4                    | 500   | 380    | 75  | 55    | 35   | 25    | 150 |
| 0.2                      | +30                   | 180   | 135    | 30  | 20    | 15   | 10    | 55  |
| 0.5                      | -4                    | 300   | 225    | 50  | 30    | 20   | 15    | 90  |
| 0.5                      | +30                   | 90    | 70     | 15  | 10    | 7.5  | 5     | 30  |

Type AZ Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (Average of 0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY   |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|------|
| 0.2                      | -4                    | 375   | 280    | 75  | 45    | 25   | 300 | 230  |
| 0.2                      | +30                   | 235   | 170    | 40  | 25    | 15   | 190 | 150  |
| 0.5                      | -4                    | 245   | 180    | 50  | 30    | 20   | 200 | 155  |
| 0.5                      | +30                   | 135   | 100    | 25  | 15    | 10   | 100 | 75   |
| 1.0                      | -4                    | 50    | 37.5   | 8.5 | 5     | 2    | 45  | 25   |
| 1.0                      | +30                   | 22.5  | 20     | 5   | 3     | 1    | 25  | 12.5 |

Type ZZ Sheeting  
 Minimum Coefficient of Retroreflection  
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY  | FO  |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|-----|-----|
| 0.2                      | -4                    | 570   | 425    | 90  | 60    | 30   | 460 | 340 | 170 |
| 0.2                      | +30                   | 190   | 140    | 35  | 20    | 10   | 150 | 110 | 65  |
| 0.5                      | -4                    | 400   | 300    | 60  | 40    | 20   | 320 | 240 | 120 |
| 0.5                      | +30                   | 130   | 95     | 20  | 15    | 7    | 100 | 80  | 45  |
| 1.0                      | -4                    | 115   | 90     | 17  | 12    | 5    | 95  | 70  | 35  |
| 1.0                      | +30                   | 45    | 35     | 7   | 5     | 2    | 35  | 25  | 15  |

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

**508.05 Placing and Securing.** All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

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Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within  $\pm 1/4$  in. ( $\pm 6$  mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

80327

**SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)**

Effective: January 1, 2015

| Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

"The top and bottom panels shall have alternating white and orange stripes sloping 4 5 degrees on both sides."

80354



## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2014

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.

#### "(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of  $\pm 2$  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.

80288

## **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.

80302

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **75** working days.

80071

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### **IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;



(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.