

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.DE-Contracts@Illinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

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 |

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RETURN WITH BID

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

Letting November 4, 2016

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
Project TE-00D5(106)
District 5 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. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Project TE-00D5(106)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
District 5 Construction Funds**

Construction of a pedestrian path, roadway reconstruction and resurfacing, traffic signals, lighting and the widening of a structure. Project is located on Jackson St. from Penn St. to Fairchild St. and on Fairchild St. from Jackson St. to Section St., located in the City of Danville.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

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

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

Check box Yes
 Check box No

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

| | | | | | |
|-------------|------|------|---------------------------|-----------------|----------------------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER | PROJECT NUMBER | ROUTE |
| VERMILION | 183 | 05 | 12-00348-00-BT (DANVILLE) | TE-00D5/106/000 | FAU 7002 FAU 7041 |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| A2004516 | T-GINKGO BIL PS 2 | EACH | 8.000 X | | | | |
| A2004566 | T-GINKGO BIL MA 2-1/2 | EACH | 3.000 X | | | | |
| A2005020 | T-GYMNOCOLA DIO 2-1/2 | EACH | 2.000 X | | | | |
| A2006520 | T-QUERCUS BICOL 2-1/2 | EACH | 3.000 X | | | | |
| A3005208 | T-ZELKOVA SER TF 2 | EACH | 3.000 X | | | | |
| B2006320 | T-SYRG RT IS TF 2-1/2 | EACH | 6.000 X | | | | |
| C20058G4 | S-RHUS AROMA GL CG 3G | EACH | 100.000 X | | | | |
| D2002972 | E-PINUS STROBUS 6' | EACH | 11.000 X | | | | |
| K0012990 | P PL ORNAMENT T GAL P | UNIT | 8.000 X | | | | |
| K1005482 | SHRED BARK MULCH 4 | SQ YD | 692.000 X | | | | |
| XX001249 | ORNAMENTAL FENCE | FOOT | 278.000 X | | | | |
| XX002162 | PART REM OF EX STRUCT | EACH | 1.000 X | | | | |
| XX003885 | IRRIGATION SYSTEM | L SUM | 1.000 X | | | | |
| XX004101 | ORNAMENT METAL FENCE | FOOT | 354.000 X | | | | |
| XX005283 | BRICK PAVER CROSSWALK | SQ FT | 593.000 X | | | | |

FAU 7002
 12-00348-00-BT (DANVILLE)
 VERMILION

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 91498

ECMS002 DTGECM03 ECMR003 PAGE
 RUN DATE - 10/04/16
 RUN TIME - 183020

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| XX005963 | ANTI-GRAFFITI COATING | SQ FT | 2,113.000 | X | = | = | = |
| XX006653 | FENCE (SPECIAL) | FOOT | 85.000 | X | = | = | = |
| XX007021 | PED ACT CRSS WARN SYS | EACH | 2.000 | X | = | = | = |
| XX007297 | MASONRY COLUMN, LARGE | EACH | 10.000 | X | = | = | = |
| XX007298 | MASONRY COLUMN, SMALL | EACH | 13.000 | X | = | = | = |
| XX009151 | T-PYRUS CALLERY 2-1/2 | EACH | 5.000 | X | = | = | = |
| XZ127900 | RETAINING WALL REMOV | FOOT | 120.000 | X | = | = | = |
| X0323117 | LANDSCAPING GRAVEL | SQ YD | 71.000 | X | = | = | = |
| X0324058 | OUTLET SPL | EACH | 2.000 | X | = | = | = |
| X0326223 | FOAM EXP POLY HGH DEN | POUND | 3,000.000 | X | = | = | = |
| X0326806 | WASHOUT BASIN | L SUM | 1.000 | X | = | = | = |
| X0326885 | VIDEO DETECT SYS | EACH | 1.000 | X | = | = | = |
| X0327412 | RAILROAD TIES REMOVED | FOOT | 1,765.000 | X | = | = | = |
| X1400094 | LUM LED HM LOW WATT | EACH | 8.000 | X | = | = | = |
| X2011000 | TEMPORARY FENCE SPL | FOOT | 592.000 | X | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| X2110100 | TOPSOIL F & P SPL | CU YD | 4.000 X | = | = | = | = |
| X4021000 | TEMP ACCESS- PRIV ENT | EACH | 6.000 X | = | = | = | = |
| X4022000 | TEMP ACCESS- COM ENT | EACH | 4.000 X | = | = | = | = |
| X4240430 | PC CONC SIDEWALK 5 SP | SQ FT | 1,948.000 X | = | = | = | = |
| X4401198 | HMA SURF REM VAR DP | SQ YD | 2,408.000 X | = | = | = | = |
| X4403300 | CONC MEDIAN REMOV | SQ FT | 227.000 X | = | = | = | = |
| X5422015 | R C PIPE TEE SPL | EACH | 4.000 X | = | = | = | = |
| X6020074 | INLETS TA T3V F&G | EACH | 9.000 X | = | = | = | = |
| X6060714 | CONC MEDIAN SPL | SQ FT | 218.000 X | = | = | = | = |
| X6640300 | CH LK FENCE REMOV | FOOT | 622.000 X | = | = | = | = |
| X6640304 | CH LK FENCE REM & RE | FOOT | 413.000 X | = | = | = | = |
| X7010216 | TRAF CONT & PROT SPL | L SUM | 1.000 X | = | = | = | = |
| X8211190 | LUM LED HM 190W SPL | EACH | 16.000 X | = | = | = | = |
| X8300001 | LIGHT POLE SPECIAL | EACH | 4.000 X | = | = | = | = |
| X8570226 | FAC T4 CAB SPL | EACH | 1.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| X8900100 | TEMP TR SIG INSTAL SP | EACH | 1.000 X | = | = | = | = |
| Z0001906 | STRUCT STEEL REPAIR | L SUM | 1.000 X | = | = | = | = |
| Z0004552 | APPROACH SLAB REM | SQ YD | 8.000 X | = | = | = | = |
| Z0005880 | BR HDRL REM | FOOT | 190.000 X | = | = | = | = |
| Z0012450 | CONCRETE STEPS | CU YD | 1.000 X | = | = | = | = |
| Z0012455 | CONC STEP REMOV | EACH | 2.000 X | = | = | = | = |
| Z0016002 | DECK SLAB REP (FD-T2) | SQ YD | 12.000 X | = | = | = | = |
| Z0048665 | RR PROT LIABILITY INS | L SUM | 1.000 X | = | = | = | = |
| 20101400 | NITROGEN FERT NUTR | POUND | 81.000 X | = | = | = | = |
| 20101500 | PHOSPHORUS FERT NUTR | POUND | 81.000 X | = | = | = | = |
| 20101600 | POTASSIUM FERT NUTR | POUND | 81.000 X | = | = | = | = |
| 20200100 | EARTH EXCAVATION | CU YD | 259.000 X | = | = | = | = |
| 20800150 | TRENCH BACKFILL | CU YD | 9.000 X | = | = | = | = |
| 21101615 | TOPSOIL F & P 4 | SQ YD | 1,875.000 X | = | = | = | = |
| 21101645 | TOPSOIL F & P 12 | SQ YD | 333.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 25000110 | SEEDING CL 1A | ACRE | 1.000 X | = | = | = | = |
| 25000700 | AGR GROUND LIMESTONE | TON | 2.000 X | = | = | = | = |
| 25100115 | MULCH METHOD 2 | ACRE | 1.000 X | = | = | = | = |
| 28000500 | INLET & PIPE PROTECT | EACH | 4.000 X | = | = | = | = |
| 28100709 | STONE DUMP RIP CL A5 | SQ YD | 317.000 X | = | = | = | = |
| 28200200 | FILTER FABRIC | SQ YD | 317.000 X | = | = | = | = |
| 35101800 | AGG BASE CSE B 6 | SQ YD | 202.000 X | = | = | = | = |
| 35400300 | PCC BASE CSE W 8 | SQ YD | 177.000 X | = | = | = | = |
| 40600290 | BIT MATLS TACK CT | POUND | 7,995.000 X | = | = | = | = |
| 40600627 | LB MM IL-9.5FG N50 | TON | 151.000 X | = | = | = | = |
| 40600839 | P LB MM IL-9.5FG N70 | TON | 361.000 X | = | = | = | = |
| 40600990 | TEMPORARY RAMP | SQ YD | 151.000 X | = | = | = | = |
| 40603510 | P HMA SC "C" N50 | TON | 192.000 X | = | = | = | = |
| 40603540 | P HMA SC "D" N70 | TON | 452.000 X | = | = | = | = |
| 40800050 | INCIDENTAL HMA SURF | TON | 25.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|--------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 42000900 | HES PCC PVT 8 | SQ YD | 253.000 X | = | = | = | = |
| 42300200 | PCC DRIVEWAY PAVT 6 | SQ YD | 145.000 X | = | = | = | = |
| 42300400 | PCC DRIVEWAY PAVT 8 | SQ YD | 405.000 X | = | = | = | = |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 21,465.000 X | = | = | = | = |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 313.000 X | = | = | = | = |
| 44000100 | PAVEMENT REM | SQ YD | 2,154.000 X | = | = | = | = |
| 44000158 | HMA SURF REM 2 1/4 | SQ YD | 7,221.000 X | = | = | = | = |
| 44000200 | DRIVE PAVEMENT REM | SQ YD | 574.000 X | = | = | = | = |
| 44000300 | CURB REM | FOOT | 2,904.000 X | = | = | = | = |
| 44000600 | SIDEWALK REM | SQ FT | 15,298.000 X | = | = | = | = |
| 44200138 | PAVT PATCH T4 11 | SQ YD | 67.000 X | = | = | = | = |
| 50102400 | CONC REM | CU YD | 2.000 X | = | = | = | = |
| 50104000 | BRIDGE RAIL REMOVAL | FOOT | 81.000 X | = | = | = | = |
| 50300225 | CONC STRUCT | CU YD | 16.000 X | = | = | = | = |
| 50300255 | CONC SUP-STR | CU YD | 22.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 50300300 | PROTECTIVE COAT | SQ YD | 35.000 X | | | | |
| 50500105 | F & E STRUCT STEEL | L SUM | 1.000 X | | | | |
| 50500505 | STUD SHEAR CONNECTORS | EACH | 204.000 X | | | | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 4,680.000 X | | | | |
| 50901735 | BR FEN RAIL (SDWALK) | FOOT | 200.000 X | | | | |
| 52100520 | ANCHOR BOLTS 1 | EACH | 4.000 X | | | | |
| 550B0050 | STORM SEW CL B 1 12 | FOOT | 333.000 X | | | | |
| 550B0070 | STORM SEW CL B 1 15 | FOOT | 112.000 X | | | | |
| 550B0380 | STORM SEW CL B 2 18 | FOOT | 41.000 X | | | | |
| 56109210 | WATER VALVES ADJUST | EACH | 3.000 X | | | | |
| 59300100 | CONTR LOW-STRENG MATL | CU YD | 136.000 X | | | | |
| 60100060 | CONC HDWL FOR P DRAIN | EACH | 2.000 X | | | | |
| 60107600 | PIPE UNDERDRAINS 4 | FOOT | 595.000 X | | | | |
| 60108100 | PIPE UNDERDRAIN 4 SP | FOOT | 78.000 X | | | | |
| 60218300 | MAN TA 4 DIA T1F OL | EACH | 1.000 X | | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 60224439 | MAN TA 7 DIA T23F&G | EACH | 1.000 X | = | = | = | = |
| 60224446 | MAN TA 7 DIA T1F CL | EACH | 1.000 X | = | = | = | = |
| 60235700 | INLETS TA T3F&G | EACH | 5.000 X | = | = | = | = |
| 60237460 | INLETS TA T23F&G | EACH | 2.000 X | = | = | = | = |
| 60240220 | INLETS TB T3F&G | EACH | 3.000 X | = | = | = | = |
| 60255500 | MAN ADJUST | EACH | 5.000 X | = | = | = | = |
| 60500060 | REMOV INLETS | EACH | 5.000 X | = | = | = | = |
| 60600605 | CONC CURB TB | FOOT | 26.000 X | = | = | = | = |
| 60603900 | COMB CC&G TB6.12 AEP | FOOT | 1,206.000 X | = | = | = | = |
| 60604400 | COMB CC&G TB6.18 | FOOT | 524.000 X | = | = | = | = |
| 60604500 | COMB CC&G TB6.18 AEP | FOOT | 1,750.000 X | = | = | = | = |
| 60605900 | COMB CC&G TB9.12 | FOOT | 792.000 X | = | = | = | = |
| 64300240 | IMP ATTEN FRD NAR TL2 | EACH | 2.000 X | = | = | = | = |
| 66400305 | CH LK FENCE 6 | FOOT | 344.000 X | = | = | = | = |
| 66407500 | CH LK GATES 6X10 DBL | EACH | 1.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 67100100 | MOBILIZATION | L SUM | 1.000 X | | | | |
| 70400100 | TEMP CONC BARRIER | FOOT | 149.000 X | | | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 72.000 X | | | | |
| 72900100 | METAL POST TY A | FOOT | 26.000 X | | | | |
| 78000100 | THPL PVT MK LTR & SYM | SQ FT | 194.000 X | | | | |
| 78000200 | THPL PVT MK LINE 4 | FOOT | 4,173.000 X | | | | |
| 78000400 | THPL PVT MK LINE 6 | FOOT | 1,614.000 X | | | | |
| 78000600 | THPL PVT MK LINE 12 | FOOT | 813.000 X | | | | |
| 78000650 | THPL PVT MK LINE 24 | FOOT | 92.000 X | | | | |
| 78008210 | POLYUREA PM T1 LN 4 | FOOT | 600.000 X | | | | |
| 78008230 | POLYUREA PM T1 LN 6 | FOOT | 85.000 X | | | | |
| 78008250 | POLYUREA PM T1 LN 12 | FOOT | 58.000 X | | | | |
| 80400100 | ELECT SERV INSTALL | EACH | 1.000 X | | | | |
| 81028350 | UNDRGRD C PVC 2 | FOOT | 1,964.000 X | | | | |
| 81028390 | UNDRGRD C PVC 4 | FOOT | 97.000 X | | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|--------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 81100600 | CON AT ST 2 GALVS | FOOT | 102.000 X | = | = | = | = |
| 81400100 | HANDHOLE | EACH | 7.000 X | = | = | = | = |
| 81400300 | DBL HANDHOLE | EACH | 2.000 X | = | = | = | = |
| 81702130 | EC C XLP USE 1C 6 | FOOT | 10,300.000 X | = | = | = | = |
| 82500350 | LT CONT BASEM 240V100 | EACH | 1.000 X | = | = | = | = |
| 83007300 | LT P A 35MH 8MA | EACH | 8.000 X | = | = | = | = |
| 83600200 | LIGHT POLE FDN 24D | FOOT | 66.000 X | = | = | = | = |
| 86200200 | UNINTER POWER SUP STD | EACH | 1.000 X | = | = | = | = |
| 87301215 | ELCBL C SIGNAL 14 2C | FOOT | 926.000 X | = | = | = | = |
| 87301225 | ELCBL C SIGNAL 14 3C | FOOT | 1,450.000 X | = | = | = | = |
| 87301245 | ELCBL C SIGNAL 14 5C | FOOT | 1,660.000 X | = | = | = | = |
| 87301805 | ELCBL C SERV 6 2C | FOOT | 216.000 X | = | = | = | = |
| 87301900 | ELCBL C EGRDC 6 1C | FOOT | 171.000 X | = | = | = | = |
| 87502400 | TS POST GALVS 3 1/2 | EACH | 3.000 X | = | = | = | = |
| 87502440 | TS POST GALVS 10 | EACH | 1.000 X | = | = | = | = |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 87502500 | TS POST GALVS 16 | EACH | 4.000 X | = | = | = | = |
| 87702840 | STL COMB MAA&P 22 | EACH | 3.000 X | = | = | = | = |
| 87800100 | CONC FDN TY A | FOOT | 30.000 X | = | = | = | = |
| 87800150 | CONC FDN TY C | FOOT | 6.000 X | = | = | = | = |
| 87800400 | CONC FDN TY E 30D | FOOT | 30.000 X | = | = | = | = |
| 88030020 | SH LED 1F 3S MAM | EACH | 6.000 X | = | = | = | = |
| 88030050 | SH LED 1F 3S BM | EACH | 5.000 X | = | = | = | = |
| 88102757 | PED SH LED 3F BM CDT | EACH | 8.000 X | = | = | = | = |
| 88200210 | TS BACKPLATE LOU ALUM | EACH | 6.000 X | = | = | = | = |
| 88800100 | PED PUSH-BUTTON | EACH | 8.000 X | = | = | = | = |
| 89502350 | REM & RE ELCBL FR CON | FOOT | 125.000 X | = | = | = | = |
| 89502375 | REMOV EX TS EQUIP | EACH | 1.000 X | = | = | = | = |
| 89502380 | REMOV EX HANDHOLE | EACH | 4.000 X | = | = | = | = |
| 89502385 | REMOV EX CONC FDN | EACH | 15.000 X | = | = | = | = |

TOTAL \$

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

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.

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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.

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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.

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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.

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H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

NA-FEDERAL

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

RETURN WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

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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. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Project TE-00D5(106)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
District 5 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. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Project TE-00D5(106)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
District 5 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 _____ (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 2300 South Dirksen Parkway Springfield, Illinois 62764 | Local Let Projects Submit forms to the Local Agency |

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

PROPOSAL ENVELOPE



PROPOSALS

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

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

Submitted By:

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

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Project TE-00D5(106)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
District 5 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

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

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

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 for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (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. November 4, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 91498
VERMILION County
Section 12-00348-00-BT (Danville)
Project TE-00D5(106)
Routes FAU 7002 & FAU 7041 (Fairchild St & Jackson St)
District 5 Construction Funds**

Construction of a pedestrian path, roadway reconstruction and resurfacing, traffic signals, lighting and the widening of a structure. Project is located on Jackson St. from Penn St. to Fairchild St. and on Fairchild St. from Jackson St. to Section St., located in the City of Danville.

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

CONTRACT 91498

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

RECURRING SPECIAL PROVISIONS

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**DANVILLE HIGH SCHOOL SHARED-USE PATH
SPECIAL PROVISIONS
12-00348-00-BT**

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Danville High School Shared-Use Path
Section Number 12-00348-00-BT
City of Danville, Vermilion County, Illinois

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|-------------|-------------|---|------------------|----------------|
| LR SD12 | | <input type="checkbox"/> Slab Movement Detection Device | Nov. 11, 1984 | Jan. 1, 2007 |
| LR SD13 | | <input type="checkbox"/> Required Cold Milled Surface Texture | Nov. 1, 1987 | Jan. 1, 2007 |
| LR 107-2 | | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings | Mar. 1, 2005 | Jan. 1, 2006 |
| LR 107-4 | 55 | <input checked="" type="checkbox"/> Insurance | Feb. 1, 2007 | Aug. 1, 2007 |
| LR 108 | | <input type="checkbox"/> Combination Bids | Jan. 1, 1994 | Mar. 1, 2005 |
| LR 109 | | <input type="checkbox"/> Equipment Rental Rates | Jan. 1, 2012 | |
| 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 |
| LR 355-2 | | <input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 400-1 | | <input type="checkbox"/> Bituminous Treated Earth Surface | Jan. 1, 2007 | Apr. 1, 2012 |
| LR 400-2 | | <input type="checkbox"/> Bituminous Surface Plant Mix (Class B) | Jan. 1, 2008 | |
| 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 | |
| LR 400-7 | | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt | June 1, 2012 | |
| LR 402 | | <input type="checkbox"/> Salt Stabilized Surface Course | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 403-1 | | <input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement | Apr. 1, 2012 | Jun. 1, 2012 |
| 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 |
| LR 503-2 | | <input type="checkbox"/> Furnishing Class SI Concrete (Short Load) | Jan. 1, 1989 | Jan. 1, 2002 |
| LR 542 | | <input type="checkbox"/> Pipe Culverts, Type _____ (Furnished) | Sep. 1, 1964 | Jan. 1, 2007 |
| LR 663 | | <input type="checkbox"/> Calcium Chloride Applied | Jun. 1, 1958 | Jan. 1, 2007 |
| LR 702 | | <input type="checkbox"/> Construction and Maintenance Signs | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 1000-1 | | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures | Apr. 1, 2012 | Jun. 1, 2012 |
| 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 | |
| LR 1004 | | <input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment | Jan. 1, 2002 | Jan. 1, 2007 |
| LR 1030 | | <input type="checkbox"/> Growth Curve | Mar. 1, 2008 | Jan. 1, 2010 |
| LR 1032-1 | | <input type="checkbox"/> Emulsified Asphalts | Jan. 1, 2007 | Feb. 7, 2008 |
| LR 1102 | | <input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment | Jan. 1, 2007 | |

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> |
|------------------|------------|--|------------------|----------------|
| 80099 | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2014 |
| 80274 | | Aggregate Subgrade Improvement | April 1, 2012 | April 1, 2016 |
| 80192 | 56 | X Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | 58 | 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 |
| 80366 | | Butt Joints | July 1, 2016 | |
| 80360 | 61 | X Coarse Aggregate Quality | July 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 | July 1, 2016 |
| 80311 | | Concrete End Sections for Pipe Culverts | Jan. 1, 2013 | April 1, 2016 |
| 80277 | 63 | X Concrete Mix Design – Department Provided | Jan. 1, 2012 | April 1, 2016 |
| 80261 | | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Nov. 1, 2014 |
| * 80029 | 64 | X Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | July 2, 2016 |
| 80363 | | Engineer's Field Office | April 1, 2016 | |
| 80358 | 75 | X Equal Employment Opportunity | April 1, 2015 | |
| 80364 | 79 | X Errata for the 2016 Standard Specifications | April 1, 2016 | |
| 80229 | | Fuel Cost Adjustment | April 1, 2009 | July 1, 2015 |
| 80304 | | Grooving for Recessed Pavement Markings | Nov. 1, 2012 | Aug. 1, 2014 |
| 80246 | 83 | X Hot-Mix Asphalt – Density Testing of Longitudinal Joints | Jan. 1, 2010 | April 1, 2016 |
| 80347 | | Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling | Nov. 1, 2014 | April 1, 2016 |
| * 80376 | 84 | X Hot-Mix Asphalt – Tack Coat | Nov. 1, 2016 | |
| 80367 | 85 | X Light Poles | July 1, 2016 | |
| 80368 | | Light Tower | July 1, 2016 | |
| 80336 | | Longitudinal Joint and Crack Patching | April 1, 2014 | April 1, 2016 |
| 80369 | 86 | X Mast Arm Assembly and Pole | July 1, 2016 | |
| 80045 | | Material Transfer Device | June 15, 1999 | Aug. 1, 2014 |
| 80342 | | Mechanical Side Tie Bar Inserter | Aug. 1, 2014 | April 1, 2016 |
| 80370 | | Mechanical Splicers | July 1, 2016 | |
| 80165 | | Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2010 |
| 80361 | | Overhead Sign Structures Certification of Metal Fabricator | Nov. 1, 2015 | April 1, 2016 |
| 80349 | | Pavement Marking Blackout Tape | Nov. 1, 2014 | April 1, 2016 |
| 80371 | | Pavement Marking Removal | July 1, 2016 | |
| 80298 | | Pavement Marking Tape Type IV | April 1, 2012 | April 1, 2016 |
| 80365 | 87 | X Pedestrian Push-Button | April 1, 2016 | |
| * 80377 | | X Portable Changeable Message Signs | Nov. 1, 2016 | |
| 80359 | 88 | X Portland Cement Concrete Bridge Deck Curing | April 1, 2015 | July 1, 2016 |
| 80353 | | Portland Cement Concrete Inlay or Overlay | Jan. 1, 2015 | April 1, 2016 |

| | | | | | |
|-------|-----|---|---|---------------|---------------|
| 80338 | | | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching | April 1, 2014 | April 1, 2016 |
| 80300 | | | Preformed Plastic Pavement Marking Type D - Inlaid | April 1, 2012 | April 1, 2016 |
| 80372 | | | Preventive Maintenance – Bituminous Surface Treatment (A-1) | Jan. 1, 2009 | July 1, 2016 |
| 80373 | | | Preventive Maintenance – Cape Seal | Jan. 1, 2009 | July 1, 2016 |
| 80374 | | | Preventive Maintenance – Micro-Surfacing | Jan. 1, 2009 | July 1, 2016 |
| 80375 | | | Preventive Maintenance – Slurry Seal | Jan. 1, 2009 | July 1, 2016 |
| 80328 | 90 | X | Progress Payments | Nov. 2, 2013 | |
| 34261 | | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | 91 | X | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| 80306 | 93 | X | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012 | April 1, 2016 |
| 80340 | | | Speed Display Trailer | April 2, 2014 | April 1, 2016 |
| 80127 | | | Steel Cost Adjustment | April 2, 2004 | July 1, 2015 |
| 80362 | | | Steel Slag in Trench Backfill | Jan. 1, 2016 | |
| 80317 | | | Surface Testing of Hot-Mix Asphalt Overlays | Jan. 1, 2013 | April 1, 2016 |
| 80355 | | | Temporary Concrete Barrier | Jan. 1, 2015 | July 1, 2015 |
| 20338 | | | Training Special Provisions | Oct. 15, 1975 | |
| 80318 | | | Traversable Pipe Grate | Jan. 1, 2013 | April 1, 2014 |
| 80288 | | | Warm Mix Asphalt | Jan. 1, 2012 | April 1, 2016 |
| 80302 | 103 | X | Weekly DBE Trucking Reports | June 2, 2012 | April 2, 2015 |
| 80289 | | | Wet Reflective Thermoplastic Pavement Marking | Jan. 1, 2012 | |
| 80071 | 104 | X | Working Days | Jan. 1, 2002 | |

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| 80240 | Above Grade Inlet Protection | Articles 280.02, 280.04, and 1081.15 | July 1, 2009 | Jan. 1, 2012 |
| 80310 | Coated Galvanized Steel Conduit | Articles 811.03 | Jan. 1, 2013 | Jan. 1, 2015 |
| 80341 | Coated Nonmetallic Conduit | Article 1088.01 | Aug. 1, 2014 | Jan. 1, 2015 |
| 80294 | Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees With Design Fills > 5 Feet | Article 540.04 | April 1, 2012 | April 1, 2014 |
| 80334 | Concrete Gutter, Curb, Median, and Paved Ditch | Articles 606.02, 606.07, and 1050.04 | April, 2014 | Aug. 1, 2014 |
| 80335 | Contract Claims | Article 109.09 | April 1, 2014 | |
| Chk Sht #27 | English Substitution of Metric Reinforcement Bars | Article 508.09 | April 1, 1996 | Jan. 1, 2011 |
| 80265 | Friction Aggregate | Articles 1004.01 and 1004.03 | Jan. 1, 2011 | Nov. 1, 2014 |
| 80329 | Glare Screen | Sections 638 and 1085 | Jan. 1, 2014 | |
| Chk Sht #20 | Guardrail and Barrier Wall Delineation | Sections 635, 725, 782, and 1097 | Dec. 15, 1993 | Jan. 1, 2012 |
| 80322 | Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements | Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102 | Nov. 1, 2013 | Nov. 1, 2014 |
| 80323 | Hot-Mix Asphalt – Mixture Design Verification and Production | Sections 406, 1030, and 1102 | Nov. 1, 2013 | Nov. 1, 2014 |
| 80348 | Hot-Mix Asphalt – Prime Coat | Sections 403, 406, 407, 408, 1032, and 1102 | Nov. 1, 2014 | |
| 80315 | Insertion Lining of Culverts | Sections 543 and 1029 | Jan. 1, 2013 | Nov. 1, 2013 |
| 80351 | Light Tower | Article 1069.08 | Jan. 1, 2015 | |
| 80324 | LRFD Pipe Culvert Burial Tables | Sections 542 and 1040 | Nov. 1, 2013 | April 1, 2015 |
| 80325 | LRFD Storm Sewer Burial Tables | Sections 550 and 1040 | Nov. 1, 2013 | April 1, 2015 |
| 80337 | Paved Shoulder Removal | Article 440.07 | April 1, 2014 | |
| 80254 | Pavement Patching | Article 701.17 | Jan. 1, 2010 | |
| 80352 | Pavement Striping – Symbols | Article 780.14 | Jan. 1, 2015 | |

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| Chk Sht #19 | Pipe Underdrains | Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05 | Sept. 9, 1987 | Jan. 1, 2007 |
| 80343 | Precast Concrete Handhole | Articles 814.02, 814.03, and 1042.17 | Aug. 1, 2014 | |
| 80350 | Retroreflective Sheeting for Highway Signs | Article 1091.03 | Nov. 1, 2014 | |
| 80327 | Reinforcement Bars | Section 508 and Articles 421.04, 442.06, 1006.10 | Nov. 1, 2013 | |
| 80344 | Rigid Metal Conduit | Article 1088.01 | Aug. 1, 2014 | |
| 80354 | Sidewalk, Corner, or Crosswalk Closure | Article 1106.02 | Jan. 1, 2015 | April 1, 2015 |
| 80301 | Tracking the Use of Pesticides | Article 107.23 | Aug. 1, 2012 | |
| 80356 | Traffic Barrier Terminals Type 6 or 6B | Article 631.02 | Jan. 1, 2015 | |
| 80345 | Underpass Luminaire | Articles 821.06 and 1067.04 | Aug. 1, 2014 | April 1, 2015 |
| 80354 | Urban Half Road Closure with Mountable Median | Articles 701.18, 701.19, and 701.20 | Jan. 1, 2015 | July 1, 2015 |
| 80346 | Waterway Obstruction Warning Luminaire | Article 1067.07 | Aug. 1, 2014 | April 1, 2015 |

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: July 29, 2016 Letting

| Pg # | √ | File Name | Title | Effective | Revised |
|------|---|-----------|--|----------------|--------------|
| | | GBSP 4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | Apr 1, 2016 |
| | | GBSP 12 | Drainage System | June 10, 1994 | Jun 24, 2015 |
| | | GBSP 13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Apr 1, 2016 |
| | | GBSP 14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP 15 | Three Sided Precast Concrete Structure | July 12, 1994 | Dec 29, 2014 |
| | | GBSP 16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP 17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP 18 | Modular Expansion Joint | May 19, 1994 | Dec 29, 2014 |
| | | GBSP 21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | May 18, 2011 |
| | | GBSP 25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | Apr 22, 2016 |
| | | GBSP 26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | Apr 22, 2016 |
| 105 | X | GBSP 28 | Deck Slab Repair | May 15, 1995 | Oct 15, 2011 |
| | | GBSP 29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | Apr 1, 2016 |
| | | GBSP 30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | Jun 24, 2015 |
| | | GBSP 31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | Apr 1, 2016 |
| | | GBSP 33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Dec 29, 2014 |
| | | GBSP 34 | Concrete Wearing Surface | June 23, 1994 | Apr 1, 2016 |
| | | GBSP 35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Oct 15, 2011 |
| | | GBSP 45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Feb 6, 2013 |
| | | GBSP 51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 22, 2010 |
| | | GBSP 53 | Structural Repair of Concrete | Mar 15, 2006 | Apr 1, 2016 |
| | | GBSP 55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP 56 | Setting Piles in Rock | Nov 14, 1996 | Apr 1, 2016 |
| | | GBSP 59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | Jan 3, 2014 |
| | | GBSP 60 | Containment and Disposal of Non-Lead Paint Cleaning Residues | Nov 25, 2004 | Apr 22, 2016 |
| 111 | X | GBSP 61 | Slipform Parapet | June 1, 2007 | Apr 22, 2016 |
| | | GBSP 67 | Structural Assessment Reports for Contractor's Means and Methods | Mar 6, 2009 | Oct 5, 2015 |
| | | GBSP 71 | Aggregate Column Ground Improvement | Jan 15, 2009 | Oct 15, 2011 |
| | | GBSP 72 | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay | Jan 18, 2011 | Jun 24, 2015 |
| | | GBSP 73 | Cofferdams | Oct 15, 2011 | |
| | | GBSP 75 | Bond Breaker for Prestressed Concrete Bulb-T Beams | April 19, 2012 | |
| | | GBSP 76 | Granular Backfill for Structures | April 19, 2012 | Oct 30, 2012 |
| | | GBSP 77 | Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts | April 19, 2012 | Oct 22, 2013 |
| 116 | X | GBSP 78 | Bridge Deck Construction | Oct 22, 2013 | Apr 1, 2016 |
| | | GBSP 79 | Bridge Deck Grooving (Longitudinal) | Dec 29, 2014 | Apr 1, 2016 |
| | | GBSP 84 | Precast, Prestressed Concrete Beams | Oct 5, 2015 | |
| | | GBSP 85 | Micropiles | Apr 19, 1996 | Oct 5, 2015 |
| | | GBSP 86 | Drilled Shafts | Oct 5, 2015 | Apr 1, 2016 |
| | | GBSP 87 | Lightweight Cellular Concrete Fill | Nov 11, 2011 | Apr 1, 2016 |
| | | GBSP 88 | Corrugated Structural Plate Structures | Apr 22, 2016 | |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

| |
|--|
| |
|--|

The following Guide Bridge Special Provisions have been incorporated into the 2016 Standard Specifications:

| File Name | Title | Std Spec Location |
|-----------|---|-------------------|
| GBSP32 | Temporary Sheet Piling | 522 |
| GBSP38 | Mechanically Stabilized Earth Retaining Walls | 522 |
| GBSP42 | Drilled Soldier Pile Retaining Wall | 522 |
| GBSP43 | Driven Soldier Pile Retaining Wall | 522 |
| GBSP44 | Temporary Soil Retention System | 522 |
| GBSP46 | Geotextile Retaining Walls | 522 |
| GBSP57 | Temporary Mechanically Stabilized Earth Retaining Walls | 522 |
| GBSP62 | Concrete Deck Beams | 504 |
| GBSP64 | Segmental Concrete Block Wall | 522 |
| GBSP65 | Precast Modular Retaining Wall | 522 |
| GBSP74 | Permanent Steel Sheet Piling (LRFD) | 522 |
| GBSP80 | Fabric Reinforced Elastomeric | 1028 |

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

| File Name | Title | Disposition: |
|-----------|-------------------|----------------------|
| GBSP70 | Braced Excavation | Use TSRS per Sec 522 |
| | | |
| | | |
| | | |

CITY OF DANVILLE
SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Section 12-00348-00-BT, in Vermilion County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

MAINTENANCE OF ROADWAYS

Date Prepared: July 1, 2016

By: City of Danville

Description: 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.

COOPERATION WITH UTILITIES AND OTHERS

Date Prepared: July 1, 2016

By: City of Danville

Description: The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Detailed Progress Schedule. The Contractor will take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work. The Detailed Progress Schedule will reflect construction sequencing which coordinates with all utility relocation work. The Contractor will be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and will prepare revised Progress Schedule(s) compliance therewith as directed by the Engineer. The Engineer will be notified in writing by the Contractor at least 48 hours prior to the start of any operation requiring cooperation with others. All other agencies, unless otherwise noted, will be notified in writing by the Contractor ten (10) days prior to the start of any such operation. Where the Contractor is constructing new facilities for a utility, the utility will be notified five (5) days prior to start of this work. The Contractor is responsible for coordinating disconnects and temporary service with the utilities.

The following persons have been contacted in reference to utilities they own and operate within the right-of-way limits for this project. All known data from these agencies has been incorporated into the plans. It is, however, the Contractor’s responsibility to confirm or establish the existence of all utility

facilities and their exact locations, whether contained in the data submitted by these agencies or not, and to safely schedule all utility locations.

CONTACTS

| | |
|---|--|
| <u>AQUA – Water</u> | <u>Utilities</u> Mr. Jonathan Keim Division Engineer Aqua Illinois, Inc. 322 N. Gilbert Street P.O. Box 1130 Danville, IL 61832 Telephone: (217) 442-3063 ext. 58129 |
| <u>Ameren Illinois Electric and Gas</u> | Mr. Tyler Rodeffer Engineering 1112 W. Anthony Drive P.O. Box 17070 Urbana, IL 61803 Telephone: (217) 431-9726 Mr. Steven J. Estes, P.E. Distribution Design Supervisor 1112 W. Anthony Drive P.O. Box 17070 Urbana, IL 61803 Telephone: (217) 383-7304 |
| <u>AT&T</u> | Line down telephone: 1-888-611-4466 Mr. Troy Lator Construction Manager Telephone: (217) 398-7980 Ms. Pam Venema Installation and Maintenance Manager Telephone: (217) 431-2679 |
| <u>Comcast</u> | Customer Service Telephone: 1-866-300-2000 Mr. Greg Jaeger 303 Fairlawn Drive Urbana, IL 61803 Telephone: (217) 202-1202 |
| <u>Danville Sanitary District</u> | Ms. Shelly Cumbow Assistant Director |

Telephone: (217) 442-3193

IDOT – District 5 Mr. Brian Trygg
 Acting Local Roads Engineer

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities may have facilities within the limits of the projects:

| <u>Name and Address of Utility</u> | <u>Type</u> | <u>Location</u> | <u>Estimated Date of Relocation Completed</u> |
|--|----------------|--------------------|---|
| City of Danville 17 West Main Danville, IL 61832 (217) 431-2382 | Storm Sewer | Throughout Project | During Construction |
| Danville Sanitary District Grape Creek Road P.O. Box 724 Danville, IL 61832 | Sanitary Sewer | Throughout Project | During Construction |
| AT&T Danville, IL 61832 | Telephone | Throughout Project | During Construction |
| Ameren Illinois Electric & Gas 1112 West Anthony Drive P.O. Box 17070 Urbana, IL 61803-7070 (217) 431-9703 | Gas & Electric | Throughout Project | During Construction |
| Aqua Water Co. 322 N. Gilbert Street Danville, IL 61832 (217) 442-3063 | Water | Throughout Project | During Construction |
| Comcast Urbana, IL 61803 (217) 202-1202 | Cable TV | Throughout Project | During Construction |

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

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing.

SCHOOL YEAR WORK

Date Prepared: July 1, 2016

By: City of Danville

Description: No adjustment will be made in the contract unit prices if school year work is necessary to meet the required completion dates specified in the contract.

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:

City of Danville, Danville Consolidated School District 118.

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

X7010216 TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

Description: Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," any special details and Highway Standards contained in the plans, and the Special Provisions contained herein. This work shall include furnishing, installation, maintenance, relocation and subsequent removal of all signs, signals, markings, devices, flaggers, and any other items used for the purpose of regulating, warning or guiding traffic during the construction of this improvement.

General requirements: At the preconstruction meeting the Contractor will furnish the name of the individual in his/her direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent will be requested of the City of Danville at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This will not relieve the Contractor of the foregoing requirement for a responsible individual in his/her direct employ. The City will provide to the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan. The Contractor will notify the City of Danville 72 hours before commencing construction for changing traffic flow.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices as shown on the plans or as directed by the Engineer. Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor will cover all traffic control devices which may be inconsistent with traffic patterns during the transfer of one construction stage to another. The Contractor's vehicle will always move with and not against or across the flow of traffic. These vehicles will enter or leave work areas in a manner which will not be hazardous to or interfere with be permitted to park within the right of way except in specific areas designated by the Engineer.

The Contractor will immediately furnish a certified flagger or flaggers if, in the opinion of the Engineer or Contractor, the Contractor's construction means or methods warrant. No additional compensation will be made for flaggers. If no flaggers are available, the Contractor will cease operations until they become available.

All signs, signals, markings, traffic cones, barricades, warning lights, flaggers, and other traffic control devices must conform to the plans, specifications, special provisions and the latest edition of the "State of Illinois Manual on Uniform Traffic Control Devices." The Contractor will obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the Standard Specifications. Placement and maintenance of all traffic control devices will be as directed by the Engineer. The Engineer will be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards.

The Contractor will ensure that all barricades, signs, lights and other devices installed by him are operational every day, including Sundays and holidays. In the event of severe weather conditions, the Contractor must furnish any additional personnel required to properly maintain all traffic control devices as directed by the Engineer.

At the completion of each stage of construction or whenever operations indicate that a relocation of a proposed or existing traffic control device is advisable as determined by the Engineer, the Contractor will remove all traffic control devices which were furnished, installed and maintained by him/her under this contract, and such devices will remain the property of the Contractor. All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor must be aware of the requirements for coordination of all work in this project and adjoining or overlapping projects and for coordination of barricade placement necessary to provide a uniform traffic detour pattern. The Contractor will not be permitted to erect, change or remove his/her detour barricade system without the prior approval of the Engineer.

The placement of barricades and warning signs for the required lane closures will be as specified herein and will proceed in the direction of the flow of traffic. The removal of all signs and barricades will begin at the end of the construction areas and proceed toward oncoming traffic.

The Engineer will be the sole judge as the acceptability of placement and maintenance of the traffic control devices required.

Revisions in the staging of construction, requested by the Contractor, may require alterations to the traffic control called for in the plans or standards and/or designs other than those included in the plans.

Such revisions shall be submitted by the Contractor to the Engineer for approval. Any required revisions as approved by the Engineer, will not be measured or paid for payment, but shall be considered included in the cost of contract lump sum price for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of Traffic Control and Protection and no additional compensation will be allowed.

The Contractor will have onsite and utilize street sweepers to clean debris from traveled ways when construction operations cause debris to accumulate, or as directed by the Engineer. Broom sweepers will have operational automatic wetting systems.

Coordination with School Activities: Work on Fairchild street between station 280+83 and station 287+50 will only be allowed during the period between the end of the 2016-2017 school calendar year and the beginning of the 2017-2018 school calendar year, excepting: street lighting, landscaping, irrigation, fencing, HMA removal and replacement, and pavement striping. HMA removal and replacement will be restricted to the hours of 8:30 AM to 2:00 PM and after 3:30 PM on days when school is in session.

Pedestrian Sidewalk Control. The Contractor shall direct pedestrians to usable sidewalks and walkways for both sides of the street during the construction. Pedestrian traffic shall be routed away from the construction area where possible. Pedestrians shall have access to all properties abutting the work zone at all times except in the immediate work areas while construction is actually taking place. All sidewalks and temporary walkways shall meet current ADA standards. "Sidewalk Closed" signs black legend on a white reflectorized background. Sidewalk control shall be installed as follows:

- A. Place Type I or II barricades on all closed sidewalk locations. Use sufficient numbers of barricades and signage to completely close the walkway and direct pedestrians to the designated walkways. Temporary Chain Link Fence shall be used to separate pedestrians from the work zone and delineate pedestrian routes.
- B. Use one "Sidewalk Closed" sign at each end of each sidewalk section being reconstructed and another at each pedestrian crossing to inform pedestrians of closed sidewalk.
- C. Maintain pedestrian walkways free of any obstructions and hazards such as holes, debris mud, construction equipment, stored materials, etc.
- D. Clearly delineate hazards near or adjacent to walkways.
- E. Where construction activities involve sidewalks on both sides of the street, the Work shall be staged so that both sidewalks are not out of service at the same time.
- F. Any excavation for storm sewer, inlets or manholes left unattended by the Contractor shall require protection for pedestrians, such as temporary fence around the excavated area.

The cost of this work shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

Jackson Street. The contractor may close Jackson to through traffic during pavement removal and curb and gutter installation. For other activities, the Contractor may remove on street parking by installing "No Parking This Side of Street" signage along the west side of Jackson. The number of signs to be installed shall be sufficient to enforce the parking restriction and as directed by the Engineer.

Method of measurement and basis of payment. This work will be measured and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which price will be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install maintain, and remove all traffic control devices required by the appropriate standards and as approved by the Engineer. No adjustment or additional compensation will be allowed except as specified herein. The salvage value of the materials removed will be reflected in the bid price for this item.

TRAFFIC CONTROL FOR WORK ZONE AREAS

Date Prepared: July 1, 2016

By: City of Danville

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone in the entry openings. These openings shall be signed as construction entrance and exit openings.

CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004

Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

DRAINAGE AND EROSION CONTROL

Date Prepared: July 1, 2016

By: City of Danville

Description: Interim Drainage- Sufficient drainage facilities shall be maintained throughout construction to facilitate surface runoff. When any loose material is deposited in the flow line of ditches, gutter or drainage structures so that the natural flow of water is obstructed, it shall be removed at the close of each working day. At the conclusion of the construction operations all drainage structures shall be free from dirt and debris. This work shall be incidental in the cost of other items and not paid for separately. It shall be the Contractor's responsibility to plan his operations, with the approval of the Engineer in the field, so as to utilize the facilities provided to prevent local flooding and insure proper

surface runoff. Any minor ditch grading or storm sewer cleaning, necessary to provide for the interim drainage as directed by the Engineer, will not be paid for separately but shall be included as incidental to cost of other items as well.

TEMPORARY DRAINAGE INTO PROPOSED DRAINAGE STRUCTURES

This work shall consist of providing temporary drainage into drainage structures and curb outlets. The Contractor shall place 4 inch PVC pipe from the surface of existing edges of pavement or gaps in proposed concrete curb and gutter into nearby proposed drainage structures. The PVC pipe shall be cut flush below the bottom of proposed pavement or proposed concrete curb and gutter and filled with concrete material prior to placing new pavement or the gapped concrete curb and gutter.

The Contractor may submit alternative temporary drainage proposals for approval in lieu of the methods described herein.

This work shall not be paid for separately but shall be considered as included in the contract unit price for the various pay items involved and no additional compensation will be allowed.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Date Prepared: July 1, 2016

By: City of Danville

Description: Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers as shown on the contract plans are approximate. Prior to commencement of work, the Contractor, at his own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or Special Provisions.

CONCRETE COLLAR

This work shall be shall consist of placing a concrete collar around storm sewer connections at the locations indicated in the plans. Concrete shall be Class SI according to Section 1020 of the Standard Specifications. The collar shall completely encompass the joint with a minimum 9 inch thickness.

This work will not be measured for payment but shall be considered included in the cost of the items for which it is needed and no additional compensation will be allowed.

ADJUSTING OF FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

This work shall be according to Section 603 of the Standard Specifications and as modified herein.

Adjustment of castings in pavement shall take place after the Hot-Mix Asphalt surface course has been placed. A minimum of 12” of the existing pavement adjacent to the casting shall be sawcut and removed. After the casting has been adjusted, the removed pavement shall be replaced with a minimum of 9 inch thick Class SI concrete. The concrete shall be darkened with a mortar additive in the mixer to match the adjacent hot-mix asphalt mixture.

Payment shall be according to Article 603.09 of the adjustment type specified.

Saw cuts will not be measured for payment. Payment shall be according to Article 603.09

DEFICIENCY DEDUCTIONS

Date Prepared: July 1, 2016

By: City of Danville

Deficiency deductions for NPDES / Erosion and Sediment control and Traffic Control shall be according to Article 105.03.

40600627/ 40600839 LEVELING BINDER (MACHINE METHOD), IL-9.5FG

Effective: July 1, 2005

Revised: December 10, 2014

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

Equipment: Add the following to Article 406.03

- (i) Non-Vertical Impact Roller.....1101.01

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

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. For mixture IL-9.5FG, the fine aggregate fraction shall consist of at least 67 percent

manufactured sand meeting FA 20, FA 21 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.”

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

| “High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} ” | | |
|---|----------|-----|
| Sieve Size | IL-9.5FG | |
| | min | max |
| 1 1/2 in (37.5 mm) | | |
| 1 in. (25 mm) | | |
| 3/4 in. (19 mm) | | |
| 1/2 in. (12.5 mm) | | 100 |
| 3/8 in. (9.5 mm) | 90 | 100 |
| #4 (4.75 mm) | 65 | 80 |
| #8 (2.36 mm) | 50 | 65 |
| #16 (1.18 mm) | 25 | 40 |
| #30 (600 μm) | 15 | 30 |
| #50 (300 μm) | 8 | 15 |
| #100 (150 μm) | 6 | 10 |
| #200 (75 μm) | 4 | 6.5 |
| Ratio: Dust/Asphalt Binder | | 1.0 |

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

| “VOLUMETRIC REQUIREMENTS: High ESAL | | | |
|-------------------------------------|--|------------------|--|
| N _{design} | Voids in the Mineral Aggregate (VMA), % minimum | | Voids Filled with Asphalt Binder (VFA), % |
| | IL-19.0 | IL-9.5, IL 9.5FG | |
| 50 | 13.5 | 15.0 | 65 - 78 |
| 70 | | | 65 - 75 ^{1/} |
| 90 | | | |

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

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

| DENSITY CONTROL LIMITS | | |
|------------------------|-------------------------------|----------------------------|
| Mixture Composition | Parameter | Individual Test |
| IL-4.75 | $N_{design} = 50$ | 93.0 – 97.4% ^{1/} |
| IL-9.5FG | Lifts < 1.25 in. (32 mm) | $N_{design} 50 - 90$ |
| | Lifts \geq 1.25 in. (32 mm) | $N_{design} 50 - 90$ |
| IL-9.5 | $N_{design} \geq 90$ | 92.0 – 96.0 % |
| IL-9.5, IL-9.5L | $N_{design} < 90$ | 92.5 – 97.4 % |
| IL-19.0 | $N_{design} \geq 90$ | 93.0 – 96.0 % |
| IL-19.0, IL-19.0L | $N_{design} < 90$ | 93.0 – 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.

Construction Requirements:

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

| "Leveling Binder | |
|---|--|
| Nominal, Compacted, Leveling Binder Thickness, in. (mm) | Mixture Composition |
| $\leq 1 \frac{1}{4}$ (32) | IL 4.75, IL-9.5, IL-9.5 FG, or IL-9.5L |
| $> 1 \frac{1}{4}$ to 2 (32 to 50) | IL-9.5, IL-9.5FG, 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-9.5FG and IL 4.75 mixtures and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

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

| "TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA ^{4/} | | | | |
|--|---|---------------------|--|------------------------|
| | Breakdown Roller (one of the following) | Intermediate Roller | Final Roller (one or more of the following) | Density Requirement |
| Level Binder: | P ^{3/} | -- | V _S , P ^{3/} , T _B , T _F , | To the satisfaction of |

| | | | | |
|--|------------------------|----------|-----------------|--|
| (When the density requirements of Article 406.05(c) do not apply.) | | | 3W | the Engineer. |
| Level Binder: (When placed at $\leq 1 \frac{1}{4}$ (32 mm) and density requirements of Article 406.05 (c) apply.) | $V_N, T_B, 3W$ | $P^{3/}$ | V_S, T_B, T_F | As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7). |
| Level Binder ^{1/} $> 1 \frac{1}{4}$ in. (32 mm) Binder and Surface ^{1/} | $V_D, P^{3/}, T_B, 3W$ | $P^{3/}$ | V_S, T_B, T_F | As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7). |
| Bridge Decks ^{2/} | T_B | - - | T_F | As specified in Articles: 582.05 and 582.06. |

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One T_B may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A vibratory roller (V_D) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75 a minimum of two T_B and one T_F roller shall be provided. Both the T_B and T_F rollers shall be a minimum of 280 lb/in. (49 N/mm). P and V rollers will not be permitted.

Add the following to EQUIPMENT DEFINITION

V_N - Non-Vertical Impact roller operated in a mode that will provide non-vertical impacts and operate at a speed to produce not less than 10 impacts/ft (30 impacts/m).

Rollers: Add the following to Article 1101.01 of the Standard Specifications:

- h) The non-vertical impact roller shall be self-propelled and provide a smooth operation when starting, stopping or reversing directions. Non-vertical impact drum(s) amplitude and frequency shall be approximately the same in each direction and meet the following minimum requirements: drum diameter 48 in. (1200 mm), length of drum 66 in. (1650 mm), unit static force on drum(s) 125 lb/in. (22 N/m), adjustable eccentrics, and reversible eccentrics on non-driven drum(s). The total applied force and the direction it is applied for various

combinations of VPM and eccentric positions shall be shown on decals on the roller or on a chart maintained with the roller. The roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup.

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

”Mixture IL-9.5FG will be paid for at the contract unit price per ton (metric ton) for LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified.

Mixture IL-9.5FG in which polymer modified asphalt binders are required will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified.”

HMA IL-9 5 FG

HOT-MIX ASPHALT – REQUIRED FIELD TESTS

Effective: January 1, 2011

Revise the first paragraph of Article 1030.05(d)(3) to read as follows:

Required Field Tests: The Contractor shall control the compaction process by testing the mix density at random locations determined by the Engineer in accordance with the QC/QA document, “Determination of Random Density Test Site Locations”, and recording the results on forms approved by the Engineer. The density locations will be disclosed and marked by the Engineer after all compaction efforts have been completed. Locations shall be laid out using a tape measure or an approved measuring wheel. The Contractor shall follow the density testing procedures detailed in the QC/QA document, “Illinois-Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method”.

103005-d3

LONGITUDINAL JOINT DENSITY (D5-FG)

Effective: January 1, 2010

Revised: April 1, 2016

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). This specification only covers the joint requirements for the mixes covered under QC/QA and does not apply to any mixes covered by the QCP or PFP specifications. 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 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 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% ^{1/} | 90.0% |
| IL-9.5 | Ndesign ≥ 90 | 92.0 – 96.0% | 90.0% |
| IL-9.5,IL-9.5L | Ndesign < 90 | 92.5 – 97.4% | 90.0% |
| IL-19.0 | Ndesign ≥ 90 | 93.0 – 96.0% | 90.0% |
| IL-19.0, IL-19.0L | Ndesign < 90 | 93.0 – 97.4% | 90.0% |
| IL-9.5FG < 1 ¼ in (32 mm) | Ndesign = 50 - 90 | 90.0 – 95.0% | 90.0% |
| IL-9.5FG ≥ 1 ¼ in (32 mm) | Ndesign = 50 - 90 | 92.0 – 96.0% | 90.0% |
| SMA | Ndesign = 50 & 80 | 93.5 – 97.4% | 91.0% |

- 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.

NON-VERTICAL IMPACT ROLLER FOR HOT-MIX ASPHALT

Effective: October 13, 2011

For all Hot-Mix Asphalt Mixtures placed at a rate exceeding 85 tons per hour (75 metric tons per hour), a Non-Vertical Impact roller may be used as the finish roller. The roller shall meet the requirements outlined below.

The roller shall be capable of operating in a mode that will provide non-vertical impacts and operate at a speed to produce not less than 10 impacts/ft (30 impacts/m). The roller shall be self-propelled and provide a smooth operation when starting, stopping or reversing directions. The non-vertical impact drum(s) amplitude and frequency shall be approximately the same in each direction and meet the following minimum requirements: drum diameter 48 in. (1200 mm), length of drum 66 in. (1650 mm), unit static force on drum(s) 125 lb/in. (22 N/m), adjustable eccentrics, and reversible eccentrics on non-driven drum(s). The total applied force and the direction it is applied for various combinations of VPM and eccentric positions shall be shown on decals on the vibrating roller or on a chart maintained with the roller. The roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per ton (metric ton) or square yard (square meter) of the various items of HOT-MIX ASPHALT, of the mixture and Ndesign (if applicable) specified.

Non-vertical roller

42400800 DETECTABLE WARNINGS

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing detectable warnings according to Section 424 of the IDOT Standard Specifications. The detectable warnings shall be installed in close conformity with the lines and grades shown in the plans or established by the Engineer. This work includes all materials and labor necessary to set and secure the detectable warning to the sidewalk ramp.

Materials: The detectable warning panels shall be unpainted cast gray iron according to Article 1006.14 with integral lugs and vent holes. Detectable warnings shall be 2 feet wide and of lengths and radii matching the sidewalk opening width and the back of curb radius.

Submittals: The Contractor shall submit shop drawings of the detectable warnings for review and approval prior to fabrication.

Warranty: Provide 5 year manufacturer warranty.

Measurement and Payment: Detectable warnings will be measured in place and paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

44000300 CURB REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: The work under this item shall be the complete removal all existing sand stone barrier type curbing, gutter, and combination curb and gutter as shown on the plans. All work shall be in accordance with applicable portions of Section 440 of the Standard Specifications. All existing sand stone barrier type curbing shall be salvaged and delivered to the City of Danville Parks, Recreation & Public Facility. The contractor should coordinate with the City's Superintendent of Parks & Public Property for exact delivery of the storage location. Contact number 217-431-2273.

Method of Measurement: CURB REMOVAL will be measured for payment by FOOT removed.

Basis of Payment: CURB REMOVAL will be paid by FOOT.

50901735 BRIDGE FENCE RAILING (SIDEWALK)

Description: This work shall be according to the plans, Section 509 of the Standard Specifications, and as modified herein. Bridge Fence Railing shall be furnished by the owner at their storage building at 811 E. Fairchild. The Contractor shall transport and erect the railing.

Measurement and Basis of Payment: This work will be measured for payment in place at the contract unit price per foot for BRIDGE FENCE RAILING (SIDEWALK).

60107600 PIPE UNDERDRAINS 4"

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be done according to Section 601 of the Standard Specifications with the following exceptions:

Perforated Corrugated Polyethylene (PE) Pipe or Tubing consisting of a minimum 50% recycled resin may be used provided it meets the applicable article(s) of Section 1040.

FM 4 or FM 4 Special meeting the following gradations shall be used for backfilling the underdrain trench:

| Sieve Size | Percent Passing | |
|-----------------|-----------------|--------------|
| | FM 4 | FM 4 Special |
| 3/8" (9.5 mm) | 100 | 100 |
| No. 4 (4.75 mm) | | 97 +/- 3 |

| | | |
|------------------|----------|---------|
| No. 8 (2.36 mm) | | 5 +/- 5 |
| No. 10 (2 mm) | 10+/- 10 | |
| No. 16 (1.18 mm) | 5+/- 5 | 2+/- 2 |
| No. 200 (75 mm) | 1+/- 1 | 1+/- 1 |

Only natural sands and gravel shall be used. A pipe slot of 1.75 mm +/- 0.25 mm shall be used. The number of slots and the slot length may be manipulated to maintain the inlet flow specified in AASHTO M 252-96 as long as it does not compromise any other requirements specified in AASHTO M 252-96. No fabric envelope for the pipe underdrain or the trench shall be used. The District may conduct a number pf Ploog tests using this pipe with random samples of the backfill material. The loss of fines through the pipe slot in the Ploog test shall not exceed 4%.

Basis of Payment: This work shall be paid for at the unit price of FOOT for PIPE UNDERDRAINS 4”.

60108100 PIPE UNDERDRAINS 4” (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be done according to Section 601 of the Standard Specifications with the following exceptions:

Perforated Corrugated Polyethylene (PE) Pipe or Tubing consisting of a minimum 50% recycled resin may be used provided it meets the applicable article(s) of Section 1040.

FM 4 or FM 4 Special meeting the following gradations shall be used for backfilling the underdrain trench:

| Sieve Size | Percent Passing | |
|------------------|-----------------|--------------|
| | FM 4 | FM 4 Special |
| 3/8” (9.5 mm) | 100 | 100 |
| No. 4 (4.75 mm) | | 97 +/- 3 |
| No. 8 (2.36 mm) | | 5 +/- 5 |
| No. 10 (2 mm) | 10+/- 10 | |
| No. 16 (1.18 mm) | 5+/- 5 | 2+/- 2 |

No. 200 (75 mm) 1+/- 1 1+/- 1

Only natural sands and gravel shall be used.

In locations where pipe underdrain is to be connected to existing inlet structures, the inlet shall be core drilled for an opening slightly larger than the outside diameter or the underdrain pipe. The underdrain shall be extended 4" into the structure and grouted into place with non-shrink grout.

Connections to new structures will not be measured for payment the cost of which shall be included in the cost of Pipe Underdrains (Special) and no additional compensation will be allowed.

Method of Measurement: This work will be measured per Article 601.07 of the Standard Specifications.

Basis of Payment: This work shall be paid per Article 601.08 of the Standard Specifications and no additional compensation will be allowed.

60603900/60604500/60605900 COMBINATION CONCRETE CURB AND GUTTER, (ABUTTING EXISTING PAVEMENT)

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of constructing combination curb and gutter and barrier curb adjacent to existing pavement according to the plans and Section 606 of the Standard Specifications.

Method of Measurement: This work will be measured for payment according to Article 606.14

Basis of Payment: This work will be paid for at the contract unit price per FOOT for the curb or gutter type specified abutting existing pavement.

64300240 IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing impact attenuators of the category and test level specified for the permanent locations show on the plans and the installation and removal of the eastbound traffic impact attenuator for the Temporary Concrete Barrier at Structure Number 092-7210.

Materials: Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item Article/Section

- (a) Fine Aggregate (Note 1) 1003.01
- (b) Steel Posts, Structural Shapes, and Plates 1006.04
- (c) Rail Elements, End Section Plates, and Splice Plates 1006.25
- (d) Bolts, Nuts, Washers and Hardware 1006.25

| | |
|--|-----------------------------------|
| (e) Hollow Structural Tubing..... | 1006.27(b) |
| (f) Wood Posts and Wood Blockouts..... | 1007.01, 1007.02, 1007.06 |
| (g) Preservative Treatment | 1007.12 |
| (h) Attenuator..... | Quad Guard 11 - Modal No. QG27024 |

Note1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

Construction:

General. Impact attenuators shall meet the testing criteria contained in either National Cooperative Highway Research Program (NCHRP) Report 350 or MASH for the test level specified and shall be on the Department's approved list. Fully redirective and partially redirective attenuators shall also be designed for bi-directional impacts. The attenuator shall be a Quad Guard 11, Modal No. QG27024.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans. Permanent attenuator bases, for impact attenuators, have been detailed in the Plans.

The Contractor shall temporarily install the eastbound traffic impact attenuator for the Temporary Concrete Barrier by fastened to the existing concrete approach pavement according to the manufacturer's instructions. Upon removal of the Temporary Concrete Barrier, the impact attenuator will be removed and installed at its final position on the existing approach pavement according to the manufacturer's instructions. The bolts in the temporary location will be ground smooth with the existing approach pavement.

The cost of installing the impact attenuator at its temporary location and its subsequent removal, including grinding of bolts and furnishing extra bolts shall be included in the cost of Temporary Concrete Barrier and no additional compensation will be allowed.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Each for IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 2.

66400305 CHAIN LINK FENCE, 6'

Date Prepared: July 1, 2016

By: City of Danville

Description: The work shall consist of constructing chain link fence as shown on the plans. This work shall be done in accordance with Section 664 of the Standard Specifications. All materials shall be according to Section 664.02 and shall have a painted matte black finish that is maintenance free resistant to cracking, flaking and peeling.

Method of Measurement: Chain link fence will be measured for payment in feet, along the top of the fence from center to center of end posts, excluding the length occupied by gates.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CHAIN LINK FENCE, 6'.

66407500 CHAIN LINK GATES, 6' X 10' DOUBLE

Date Prepared: July 1, 2016

By: City of Danville

Description: The work shall consist of constructing chain link gates within the chain link fence as shown on the plans. This work shall be done in accordance with Section 664 of the Standard Specifications. All materials shall be according to Section 664.02 and shall have a painted matte black finish that is maintenance free resistant to cracking, flaking and peeling.

Method of Measurement: Chain link gates will be measured for payment at the contract unit price as each for CHAIN LINK GATES, 6' X 10' DOUBLE.

Basis of Payment: Chain link gates will be paid for payment at the contract unit price as EACH for CHAIN LINK GATES, 6' X 10' DOUBLE.

81028350/81028390 UNDERGROUND CONDUIT, PVC

This work shall consist of furnishing and installing a conduit of the type and size specified, in accordance with Section 810 of the Standard Specifications except as described herein.

When PVC Conduit is required to be spliced to steel conduit sections, a heavy wall set screw with PVC female adapter shall be installed and sealed by duct seal and plastic tape.

A 6mm polypropylene pull rope shall be installed in all conduit runs exceeding 20 feet. A minimum of 3 feet of rope shall be provided at each end of a conduit run.

Method of Measurement and Payment: This work shall be considered in the contract unit price per FOOT for UNDERGROUND CONDUIT, PVC, of the size and type specified.

81100600 CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVANIZED STEEL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be according to the plans, Section 811 of the Standard Specifications, and as described herein. Conduit shall be rigid metal galvanized conduit painted black. Conduit shall be mounted to bridge fence railing posts with friction type mounting clamps painted black.

Method of Measurement and Payment: This work shall be considered in the contract unit price per FOOT for CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVANIZED STEEL.

81400100 HANDHOLE

This work shall be in accordance with Section 814 of the Standard Specifications with the exception of the following:

814.02(c) – The materials section that this article refers to is Section 1088.05. In article (c) of Section 1088.05, the option of the two lifting slots in the composite cover as described in the first paragraph will not be allowed. Only the two lifting rings will be allowed.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Each for Handhole.

81702130 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6

This work shall be in accordance with the latest revision of Standard 873001 and the applicable articles of Articles 801.04, 873.04, and 1076.04(e) of the Standard Specifications with the following modifications.

The controller foundation ground rods shall be located in the double handhole rather than in the foundation. All other foundations shall retain their ground rods as shown on the foundation detail sheet.

When the lighting system is supplied by the same source as the signals, the bonded ground system for the luminaires may utilize the bonded ground system for the traffic signals. All luminaires that are part of the traffic signal system shall be considered as grounded as required by the Department.

Method of Measurement and Payment: This work shall be considered as included in the contract unit cost per FOOT for ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6 which price shall be payment in full for all labor, materials, including clamps, hardware and all equipment required to provide the grounding system described above.

83007300 LIGHT POLE, ALUMINUM, 35 FT. M.H., 8 FT. MAST ARM

Date Prepared: July 5, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing light poles complete with arm(s), banner brackets, and all hardware and accessories required for the intended permanent use of the pole according to Section 830 of the Standard Specifications as shown in the plans, and as modified herein.

Materials: Materials shall be according to Section 1069.01 except for:

1069.01 (h) Finish. Poles, arms, and attachments shall all be the same color and finish. All exposed surfaces shall be of a smooth even texture, free from dents, kinks, ripples, imperfections, scratches, marks or other defects.

The finish shall be a duranodic anodized finish with a coating of no less than 0.7 mils (Architectural Class I). The anodized finish shall be gloss-maroon or matte black as specified in the plans.

The Contractor shall provide a written material warranty for no less than 5 years that there shall be:

- i. No visible peeling or cracking.
- ii. No chalking formed by the breakdown of the anodized surface.

- iii. No significant visible fading

Basis of Payment: This work will be paid for at the contract unit price per EACH for LIGHT POLE, ALUMINUM, 35 FT. M.H., 8 FT. MAST ARM .

ELECTRIC CABLE IN CONDUIT

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

Wiring identification markers shall be in accordance with Article 1066.07 of the Standard Specifications.

Method of Measurement and Payment: The cost associated with this compliance shall be considered as included in the contract unit price per FOOT for ELECTRIC CABLE IN CONDUIT of the size and type specified.

TRAFFIC SIGNAL POSTS & MAST ARMS

Date Prepared: July 1, 2016

By: City of Danville

Description: Traffic Signal Posts and Mast Arms shall be powder coated maroon as specified herein:

- (a) Oil and Grease Removal. All metal surfaces must be washed with an alkaline detergent to remove oils and grease.
- (b) Metal Cleaning. All exterior metal surfaces must be cleaned by blasting with a combination of shot and grit to remove all dirt, mill scale, rust, corrosion, oxides and foreign matter and provide a linear white surface in accordance with SSPCS-SP10. Included in this process, the pretreatment process and the painting process must be the interior base section of the mast to a minimum height of 12".
- (c) Chemical Pretreatment. The cleaned metal surfaces must then be treated with a hot, pressurized iron phosphate wash and must be dried by convection heat.
- (d) Exterior Coat. A thermosetting, weathering, Polyester powder coat must be applied electrostatically to all cleaned and treated surfaces to a uniform 8 mil thickness in a one coat application. This powder coat must be cured in a convection oven at a minimum temperature of 400°F to form a high molecular weight fusion bonded finish.
- (e) Alternate Methods. Alternate powder coat methods may be reviewed and tested on a case by case basis. However, no coating method will be accepted unless the Engineer judges such alternate to be equal to the coating herein specified.
- (f) Interior Coat. The interior metal surfaces must be powder coated with a thermoplastic hydrocarbon resin containing corrosion inhibitors. The resin must be formulated for full application over untreated metal surfaces. The resin must be applied at a temperature of

approximately 200°F to a minimum thickness of 3 mils. The interior thermoplastic coat must overlap the interior, thermosetting base coat by approximately 6". Alternate interior coatings may be used subject to prior approval of the Engineer

- (g) Durability. Both the exterior and interior coats must be capable of passing 1,000 hours of salt spray exposure per ASTM B117 in a 5% Na Cl (by weight) solution at 95°F and 95% relative humidity without blistering. Before test, the panel must be scribed with an "X" down to bare metal.
- (h) Coating Measurement. Measurement of coating thickness must be done in accordance with SSPC-Pa 2-73T, "Measurement of Dry Paint Thickness with Magnetic Gauges," except that the lowest "single spot measurement" in an area of two square inches must be not less than 7.0 mils.
- (i) Color. Color must be gloss maroon unless noted otherwise in the order. A 4" square color chip sample must be submitted for approval prior to fabrication. The chip sample must be of the same material as the pole mast, and must include the manufacturer's name and the manufacturer's color name as well. The sample must also include any other information required to purchase the same color for the mast arm(s), flower baskets, and the cast aluminum finial and split pedestal base.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Each for TRAFFIC SIGNAL POST, GALVANIZED STEEL 3 ½ FOOT, 10 FOOT, OR 16 FOOT and STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 22 FOOT.

PAINTED POLES

All light pole assemblies, traffic signal assemblies, and pedestrian activated crosswalk assemblies shall be painted as specified. The Contractor shall submit color submittals for approval prior to ordering.

87800150 CONCRETE FOUNDATION, TYPE C

This work shall be in accordance with Section 878 of the Standard Specifications and Standard 878001 of the latest revision with the following exceptions:

The 4 inch gap shown in the detail for Type C foundation in the Standard shall be eliminated and the cabinets shall be attached.

The cable conduit shown in the foundation to route the cable from cabinet to cabinet shall be eliminated.

New cable between the UPS and traffic signal controller cabinet shall access through a grommet protected hole of adequate size once the cabinets are bolted together.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per FOOT for CONCRETE FOUNDATION, TYPE C.

88030050 BRACKET MOUNTED TRAFFIC SIGNAL HEAD PLACEMENT

The last sentence of the first paragraph of Article 875.03 of the Standard Specifications shall be revised as follows:

The vertical clearance between the bottom of a bracket or post mounted vehicular signal head shall be a minimum of 8 feet and a maximum of 22 feet above the sidewalk or, if there is no sidewalk, above the pavement grade at the center of the roadway.

The vertical clearance between the bottom of a bracket or post mounted pedestrian signal head shall be a minimum of 7 feet and a maximum of 10 feet above the sidewalk level.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Each for SIGNAL HEAD and type specified.

89502375 REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Date Prepared: July 1, 2016

By: City of Danville

Description: Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the City of Danville.

All equipment is to be returned to the City of Danville and shall be delivered by the Contractor to the City of Danville's Public Works facility. The Contractor shall schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. The Contractor shall be responsible for the condition of the traffic signal equipment from the time he takes maintenance of the signal installation until the acceptance.

The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the City of Danville indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the City. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the City for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

Basis of Payment: This work shall be paid for by EACH for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

89502380 REMOVE EXISTING HANDHOLE

Date Prepared: July 1, 2016

By: City of Danville

Description: Description: Work under this item shall be the removal and disposal of all existing handholes. It is the contractor's responsibility to verify the nature of all removals prior to bid. All work shall be in accordance with the applicable portions of Section 895 of the Standard Specifications.

Method of Measurement: REMOVE EXISTING HANDHOLE will be measured for payment by EACH.

Basis of Payment: REMOVE EXISTING HANDHOLE will be paid by EACH.

89502385 REMOVE EXISTING CONCRETE FOUNDATION

Date Prepared: July 1, 2016

By: City of Danville

Description: Work under this item shall be the removal and disposal of all Concrete Foundation. It is the contractor's responsibility to verify the nature of all removals prior to bid. All work shall be in accordance with the applicable portions of Section 895 of the Standard Specifications.

Method of Measurement: REMOVE CONCRETE FOUNDATIONS will be measured for payment by EACH.

Basis of Payment: REMOVE CONCRETE FOUNDATIONS will be paid by EACH.

K0012990 PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT

Description: This item shall consist of furnishing and installing Hemerocallis 'Stella d' Oro' (Stella d' Oro' Daylily) according to Section 254 of the Standard Specifications.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per UNIT for PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT.

K1005482 SHREDDED BARK MULCH 4"

This work shall consist of furnishing and installing shredded bark mulch in accordance with Section 253 and Section 254 of the Standard Specifications. Mulch for all planting beds shall be hardwood bark mulch, derived from deciduous hardwood trees free of disease and insects. Particle sizes shall be no longer than 3" in length. Mulch shall be a dark brown homogenous color. The mulch shall be mechanically screened and/or shredded for uniform size. Submit a sample for review and written approval by the Engineer a minimum of 14 days prior to delivery.

Mulch shall be placed in an 8 foot diameter around trees except no mulch shall be placed over the root ball.

Prior to placement of mulch, a Snapshot granular anti-weed preventer shall be placed over the topsoil in accordance with the manufacturers specifications

Method of Measurement and Payment: This work shall be measured in length and width and the area computed in square yards and paid for at the contract unit price per SQ YD for SHREDDDED BARK MULCH 4”.

X0323117 LANDSCAPING GRAVEL

This item shall consist of furnishing, transporting, and placing landscaping gravel between the back of curb and bottom of Ornamental Metal Fence at the locations indicated in the plans. This item shall be 4 inches thick and as directed by the engineer.

The landscaping gravel shall be washed river rock 1 ½ inches to 3 inches in size of varying natural colors with light brown the dominant color. The Contractor will provide the Engineer a representative sample for approval prior to ordering.

Snapshot granular weed preventer shall be applied to the subgrade according to the manufacturer’s instructions followed by weed barrier fabric.

Method of Measurement and Payment: This work will be measured and paid for payment in place at the contract unit price per square yard for LANDSCAPING GRAVEL which price shall include all labor, material, and equipment necessary.

X0324058 OUTLET SPECIAL

Date Prepared: July 1, 2016
By: City of Danville

Description: This work includes construction of PCC Curb Turnouts at locations as shown on the plans and as detailed in the plans and Section 606 of the Standard Specifications.

Method of Measurement: This work will be measured for payment as Each for OUTLET SPECIAL. OUTLET SPECIAL Stone Rip-Rap Class A3 will not be measured for payment and should be included with the contract unit price.

Basis of Payment: This work will be paid for at the contract unit price per EACH for OUTLET SPECIAL.

X0326806 WASHOUT BASIN

Date Prepared: July 1, 2016
By: City of Danville

Description: WASHOUT BASIN are used to contain concrete liquids when the chutes of concrete trucks are rinsed out after delivery of concrete to the construction site. These washout facilities function to consolidate solids for disposal and prevent runoff liquids associated with concrete. Details of the construction of the non-portable facilities are included in the plans as “temporary concrete washout facilities”. Failure to comply with appropriate washout location requirements will result in monetary deficiency deduction against the contractor.

General Requirements:

- The contractor must submit a plan of his/her proposed temporary concrete washout facility to the resident engineer for his/her approval at least 10 days prior to the first concrete pour.
- Temporary concrete washout facilities are to be in place before any delivery of concrete to the construction site.
- Temporary concrete washout facilities are to be located at least 50 feet from storm drain inlets, open drainage facilities, or water bodies. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign is to be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators of the designated washout facility.

Design:

Two types of temporary concrete washouts are available for use on construction projects with details provided in the plans:

- Prefabricated Portable Facilities
 - Various products are now being marketed specifically for this purpose.
- Non-Portable Facilities – see details
 - Above Grade
 - Constructed using a barrier wall and polyethylene sheeting.
 - Barrier walls are constructed to create a berm, then lined with a single sheet of 10-mil. Polyethylene sheeting, which is free of holes, tears, or other defects which may compromise the impermeability of the material. Sandbags are used to hold the sheeting in place on top of the berm.
 - Sheeting must extend over entire basin and berm to prevent escape of discharge.
 - Below Grade
 - Constructed via excavation and the use of polyethylene sheeting and sandbags.
 - A pit is first excavated in a designated location and then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects, which may compromise the impermeability of the material.
 - Sandbags are then to hold the sheeting in place.

Size Of Washouts:

- The number and size of each washout facility is to be determined by the contractor. It is his/her responsibility to provide enough storage for the excess concrete and water produced on the target.
- Non-portable facilities are to have a minimum length and width of 10'.

Inspections/Maintenance/Removal:

- Temporary concrete washout facilities are to be inspected by the resident engineer during his/her weekly erosion and sediment control inspection, after a storm event of ½" or greater and at the end of any day when concrete has been poured on the construction site. The inspector is to ensure that there are no leaks, no spills, and that the facilities' capacity has not yet been compromised.
- Any overflowing of the washout facilities onto the ground must be cleaned up and removed within 24 hours of discovery.
- If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation.
- Contents of each concrete washout facility are not to exceed 75% of its designed capacity. If the contents reach 75% capacity, discontinue pouring concrete into the facility until it has been cleaned out.
- Allow slurry to evaporate or remove the site in a safe manner (i.e., vacuum truck). All hardened material can then be removed and disposed of properly.
- If a lined basin is used, immediately replace the liner if it becomes damaged.
- Remove temporary concrete washout facilities when they are no longer needed and restore the disturbed areas to their original condition.
- Note the locations of temporary concrete washout facilities and any changes to these facilities on the SWPPP.

Basis of Payment: The work shall be paid for at the contract unit price LUMP SUM for WASHOUT BASIN, which price shall be payment in full for all material, labor, excavation, inspection, and maintenance of the facility, and cleaning and removal.

X0326885 VIDEO DETECTION SYSTEM

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing a Video Detection System (VDS) that monitors on a roadway via processing of video images and provides detector outputs to a traffic controller.

A VDS configuration for a single intersection will consist of 3 variable focal length cameras, VDS card rack processor system, and all associated equipment required to setup and operate in a field environment including a video monitor and/or laptop (if required), connectors and camera mounting hardware.

The system is composed of these principle items: the camera(s), the field communications link between the camera and the VDS processor unit along with a PC, video monitor or associated equipment required to setup the VDS and central control software to communicate to the VDS processor.

The VDS Card Rack Processor must be NEMA TS2 TYPE 1.

Equipment:

VDS Card Rack Processor: VDS Card Rack Processor shall be a rack mounted video detection single point interface Ethernet device with MPEG4/H.264 video streaming type with quad four video processor. The processor and modules shall fit into standard detector racks and shall be NEMA TS-2 compliant with a minimum 3 year warranty. The system shall allow the ability to view a minimum of four cameras though a single IP connection at variable video frame rates between 5 and 30 frames per second. The module shall be capable of detecting vehicles, bicycles, and pedestrians and the stop bar and shall be capable of advance detecting vehicles via radar. The systems shall be capable of being configured without a laptop or PDA device.

Cameras: VDS shall include 3 Wide Dynamic Range (WDR) color video detection cameras compatible with the processor and processor requirements. The cameras shall be capable of zoom and focus from the ground. The lens shall have a minimum 46 degree wide horizontal field of view and shall be capable of viewing the specific intersection geometry designed. Connectors shall be located on the back face

The Cameras shall be mounted on the mast arm with an adjustable integrated mounting bracket.

Field Communications Link: The Field Communications Link shall consist of a manufacturer recommended cable communications link from the Cameras to the VDS Card Rack Processor meeting the minimum requirements of the Standard Specifications. The cables shall be incidental to this pay item.

Installation and Training: The supplier of the video detector unit shall supervise the installation and testing of the video equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day.

Adequate training shall be provided to maintenance and engineering personnel in the operation, setup, and maintenance of the video detection system.

Basis of Payment: This work will be paid for at the contract unit price per EACH for VIDEO DETECTION SYSTEM.

X0327412 RAILROAD TIES TO BE REMOVED

Description: The quantity for railroad tie and removal is an estimated quantity. Railroad ties and steel rails may be present on Fairchild beneath the roadway where the proposed median is to be constructed. If required, railroad ties shall be removed and disposed of according to Section 669. Steel rails shall be removed, no salvage.

Method of Measurement and Payment: This work shall be measured for payment in place at the contract unit price per FOOT for RAILROAD TIES TO BE REMOVED. Measurement shall be from end to end of each tie.

Rail Removal will not be measured for payment but shall be included in the cost of pavement removal. No additional compensation will be allowed.

PLANTING WOODY PLANTS & PLANTING PERENNIAL PLANTS

This work shall consist of installing woody & perennial plant material in accordance with Sections 253 & 254 of the Standard Specifications except as noted herein.

Prior to any tree, shrub, grass, or perennial installation, all plants in the beds shall be placed above ground. The layout shall be reviewed with the Engineer before completing installation per the drawings and details.

In addition to the requirements of Article 253.10, the Contractor shall excavate and backfill as follows. Backfill material shall be TOPSOIL FURNISH AND PLACE, SPECIAL. Where possible, the planting pit for individual trees shall be a minimum of 100 cubic feet surrounding the root ball, I.E. 6 foot by 6 foot by 3 foot deep except for swamp oak trees which require a minimum of a 300 cubic feet planting pit. Where trees are placed such that a continuous trench can be used, the minimum width of and depth of the trench shall be maintained, excluding the root ball support. Backfill material shall be TOPSOIL FURNISH AND PLACE, SPECIAL.

Omit Article 253.14 of the Standard Specifications. The contractor is responsible for all maintenance of the plant material once it leaves the nursery until final acceptance by the owner. This includes planting, watering, pruning, weed control, insect control, disease control, and mulching as needed. Shrubs and perennials shall be deep watered a minimum of 3 times per week. Trees shall be watered with gator bags or approved equal slow release watering bags having a minimum 10 gallon capacity. A minimum of one bag per tree is required. Once the irrigation quick coupler is complete the contractor may use that to provide supplemental watering of the plant material. All materials, labor, water, and equipment as required to complete the maintenance shall not be paid for separately, but included in the contract unit price for the respective plant pay items.

Excavation and backfill will not be paid for separately.

Method of Measurement and Payment: This work shall be measured and paid for according to Articles 253.17 and 254.10.

X1400094 LUMINAIRE, LED, HORIZONTAL MOUNT, LOW WATTAGE

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing bracket arm, with pole wiring, and post top glob luminaire attached to the roadway light poles on the sidewalk side of the light pole.

Materials: The fixture shall be Sternberg model 1340 Boardwalk with Sternberg post mount 480 arm. The LED fixture shall be as supplied by Sternberg for an equivalent 50 watt high pressure sodium illumination. The color shall be black or maroon according to the pole assembly painting schedule.

Construction Requirements: Installation shall be according to Section 821

Method of Measurement: This work shall be measured as EACH, in place, and include all work and materials incidental to the proper installation of the item.

Basis of Payment: This work will be paid for at the contract unit price EACH for LUMINAIRE, LED, HORIZONTAL MOUNT, LOW WATTAGE.

X8211190 LUMINAIRE, LED, HORIZONTAL MOUNT, 190 WATT (SPECIAL)

Date Prepared: July 5, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing an LED cobrahead luminaire according to Section 821 of the Standard Specifications, except as modified herein. The color shall match the light pole assembly.

Materials: Materials shall be the following, or equal approved by the Engineer:

General Electric part number: ERS2_H3C17401, color to match the pole assembly color specified.

Method of Measurement: This work shall be measured as EACH in place, and include all work and materials incidental to the proper installation of the item.

Basis of Payment: This work will be paid for at the contract unit price EACH for LUMINAIRE, LED, HORIZONTAL MOUNT, 190 WATT (SPECIAL).

X2011000 TEMPORARY FENCE (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of providing a temporary barrier fence a minimum of 6 feet high as shown on the plans. The fence shall be chain link type and constructed to ensure no passage to the area south of its placement except for the temporary gate. The placement of a temporary gate shall be a

minimum of 20 feet as shown on the plans and shall be included with the cost of the placement of TEMPORARY FENCE (SPECIAL).

Construction: The TEMPORARY FENCE (SPECIAL) shall be secured to ensure it will stand erect during the construction of the grading work and installation of the permanent pedestrian barrier fence. It should be removed once the grading and permanent pedestrian barrier fence work has been completed.

Method of Measurement: The temporary fence will be measured for payment in feet as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for TEMPORARY FENCE (SPECIAL) which price shall include all required labor, material, equipment, and all necessary incidental work.

X4021000/ X4022000 TEMPORARY ACCESS (PRIVATE ENTRANCE) & (COMMERCIAL ENTRANCE)

Date Prepared: July 1, 2016

By: City of Danville

Description: The Contractor shall construct and maintain an aggregate surface course for all private and commercial entrances according to Article 402.07 & Article 402.10 and as directed by the Engineer. Minimum thickness for private entrance shall be 6 inches and the minimum thickness for commercial entrance shall be 8 inches.

The aggregate surface course shall be constructed as follows, except as modified by the plans or as directed by the Engineer: The minimum width shall match the proposed entrance throat width with a minimum compacted thickness of 6 inches. The maximum grade shall be six percent, except as required to match the existing grade.

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every entrance constructed for the purpose of temporary access. If an entrance is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified. Maintenance of temporary access will not be measured for payment.”

Method of Measurement and Payment: Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS of the type specified.

X2110100 TOPSOIL FURNISH AND PLACE, SPECIAL

This work shall consist of furnishing and placing topsoil in accordance with Section 211 of the Standard Specifications except as modified herein. The work shall consist of all labor, material, and equipment to mix and place topsoil of the specified thickness.

Materials: Topsoil Furnish and Place, Special shall be a soil mixture composed of topsoil, construction sand, and organic matter. Topsoil shall be a naturally produced soil of loam, sandy loam to sandy clay loam having less than 10 percent gravel, between 30 to 70 percent sand, between 10 to 50 percent silt, and between 10 to 25 percent clay. It shall have a minimum 2 percent organic matter. The Contractor shall have one soil test per topsoil import site. The test shall consist of a basic agriculture test for soil breakdown (sand, silt, clay), organic content percentage, pH level, and nutrient levels.

Topsoil shall make up 15 to 25 percent of the soil mixture.

Compost shall meet the requirements of the US Composting Council Architectural Design Specifications and the following. Compost shall not be derived from biosolids or industrial residuals. Compost shall be a dark brown color having the same inner color. Compost shall have a strong, sweet, aerobic odor. Compost with a sour odor shall be rejected. Prior to delivery, the supplier will provide a statement that the material meets federal and state health and safety regulations and documentation that testing and sampling procedures conform to the Test Methods for the Examination of Composting and Compost as published by the US Composting Council. Compost shall make up 15 to 20 percent of the soil mixture.

Coarse sand shall be according to Section 1003 of the Standard Specifications and shall make up 60 to 70 percent of the soil mixture.

Lime shall be added to the blend to create a soil mix with a PH between 5.0 and 7.3.

Submit the soil test results a minimum of 14 days prior to the start of work. Do not proceed without written approval of the Engineer.

Placement: The Contractor shall place the material at the depths indicated, rototill thoroughly until mixture is uniform, and gently compact as needed to eliminate air pockets.

Basis of Payment: This work, including finishing material, tilling, and compacting, associated with placing planting mixture in the planting bed and turf areas designated on the plans will be paid for at the contract unit price bid per CUBIC YARD for TOPSOIL FURNISH AND PLACE, SPECIAL of the thickness specified.

X4240430 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH. SPECIAL

Date Prepared: May 17, 2013

By: City of Danville

Description: This work shall include all labor, materials and equipment required to construct 5" PCC sidewalk ramps in accordance with Article 424 of the Standard Specifications and the Highway Standards. It shall include earth excavation, all new sidewalk ramps, integral curbs, integral flares, and other necessary items to complete this item.

Measurement and Basis of Payment: This work shall be measured for payment in place and paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 5", SPECIAL and no additional compensation will be allowed.

X4401198 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of all materials, labor and equipment required to perform HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH on Jackson Street work and as directed by the Engineer. The depth of removal shall be a minimum of 2.25 inches. This depth may be reduced, to prevent milling of brick base, or increased to adjust crown, or as directed by the Engineer.

Construction: The work shall be performed in accordance with applicable portions of Section 440 of the Standard Specifications.

Method of Measurement: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price of SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

X5422015 REINFORCED CONCRETE PIPE TEE, SPECIAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall connect the proposed storm sewer lines to an existing 48" I dual ring brick storm sewer lateral as shown on the plans and in accordance with the detail shown in the plans.

Construction: The Contractor should minimize the area of disturbance when coring out the brick sewer sidewall and notify the Engineer at time of connection for inspection prior to pouring a PCC collar.

Method of Measurement: This work shall be measured for each REINFORCED CONCRETE PIPE TEE, SPECIAL.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for REINFORCED CONCRETE PIPE TEE, SPECIAL and shall include all required labor, material, equipment, and all necessary incidental work. The PCC collar shall be included and considered as part of the unit price.

X6060714 CONCRETE MEDIAN (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of the construction of the pedestrian refuge island per the detail as shown in the plans. All PCC work and M-6.12 curbing to construct the island shall be considered as part of this work.

Method of Measurement: This work will be measured for payment in place and the area computed in square feet for CONCRETE MEDIAN (SPECIAL).

Basis of Payment: This work will be paid for at the contract unit price of SQUARE FOOT for CONCRETE MEDIAN (SPECIAL) which price shall include all required labor, material, equipment, and all necessary incidental work.

X6640300 CHAIN LINK FENCE REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of removing and disposing the existing chain link fence as shown on the removal plans or as directed by the Engineer. The contractor shall be responsible for inspecting and determining the kind and condition of existing fences to be removed.

Method of Measurement: This work will be measured for payment per foot of chain link fence removed and disposed offsite. Work shall include all labor and equipment needed to remove and dispose of the existing fence to the satisfaction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for CHAIN LINK FENCE REMOVAL, which price shall include all labor, equipment, and material required to complete the work as herein specified.

X6640304 CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall remove and re-erect an existing chain link fence along Jackson Street to a new location as shown on the plans. The contractor should remove and dispose of all chain link fencing and line post outside of the new location.

Method of Measurement: This work will be will be measured for payment in feet along the top of the fence from center to center of end posts that should include all accessories to re-erect chain link fence per Section 664 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contact unit per FOOT for CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED which price shall include all required labor, material, equipment, and all necessary incidental work.

X8300001 LIGHT POLE, SPECIAL

Date Prepared: July 5, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing 35 foot light poles complete with 2-8 foot mast arm and banner brackets, and all hardware and accessories required for the intended permanent use of the pole according to Section 830 of the Standard Specifications as shown in the plans, and as modified herein.

Materials: Materials shall be according to Section 1069.01 except for:

1069.01 (h) Finish. Poles, arms, and attachments shall all be the same color and finish. All exposed surfaces shall be of a smooth even texture, free from dents, kinks, ripples, imperfections, scratches, marks or other defects.

The finish shall be a duranodic anodized finish with a coating of no less than 0.7 mils (Architectural Class I). The anodized finish shall be gloss-maroon as specified in the plans.

The Contractor shall provide a written material warranty for no less than 5 years that there shall be:

- i. No visible peeling or cracking.
- ii. No chalking formed by the breakdown of the anodized surface.
- iii. No significant visible fading

Basis of Payment: This work will be paid for at the contract unit price per EACH for LIGHT POLE, SPECIAL.

X8570226 FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL

Date Prepared: July 1, 2016

By: City of Danville

Work under this item shall be in accordance to Section 857 of the Standard Specifications, except as herein modified.

Add the following to Article 857.02 of the Standard Specifications

Controllers shall be NTCIP compliant NEMA TS1 Type 1, Eagle/Siemens M50 unless specified otherwise on the plans or elsewhere on these specifications. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval and include the standard data key. Individual load switches shall be provide for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all preemption events.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL

X8900100 TEMPORARY TRAFFIC SIGNAL INSTALLATION (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

This work shall consist of furnishing and installing temporary traffic signals in accordance with applicable sections of the Standard Specifications and as described herein.

All control equipment including communication devices for the temporary traffic signals shall be furnished by the Contractor except the existing traffic signal controller and control box may be used by the Contractor at his discretion. Traffic signal sections and pedestrian signal sections shall be 12 inch

diameter. A minimum of two traffic signal heads per lane shall be provided as approved or directed by the Engineer. Eight pedestrian signal heads shall be furnished and installed as approved by the Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire. Temporary traffic signals shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

During the school calendar year, the temporary traffic signals shall be programmed to run coordinated with the signals at Hazel and Fairchild during school dismissal and arrival times.

Existing street name and intersection regulatory signs shall be relocated and fastened to the span wire or wood poles as directed by the Engineer.

The temporary traffic signals shall have the signal head displays and placements, and controller phasing matching the existing traffic signal at the time of turn on if no traffic staging is in place or will not be staged on the day of turn on.

During cabinet controller switchover the existing signal system to the temporary system, stop sign control with flashing signal operation (red on all approaches) will be permitted. Any independent equipment necessary to provide the flashing operation shall be approved by the Engineer. The controller and cabinet switchovers shall each be completed within one 8-hour workday.

Detection shall be included in the east, west, and south approach legs. The detection system must meet the specifications of District 5 and the detectors shall be in operation to the satisfaction of the Engineer.

The Contractor shall submit a temporary traffic signal plan to the Engineer for approval prior to removing existing traffic signals.

If the Contractor is able to schedule traffic signal removal and installation of new traffic signals outside of the high school calendar year, this item can be omitted and replaced by signing the intersection as an all-way stop. Stop signs shall have battery operated flashing lights as approved by the Engineer.

Measurement and Basis of Payment. This work shall be measured and paid for payment at the contract unit price per EACH for TEMPORARY TRAFFIC SIGNAL INSTALLATION (SPECIAL).

XX002162 PARTIAL REMOVAL OF EXISTING STRUCTURES

Description: This work shall be according to the plans, Section 501 of the Standard Specifications, and as described herein. This work shall consist of removal of the southern sidewalk, sidewalk structural steel and bearing assemblies, partial deck removal, and partial removal of steel outriggers.

Existing steel outriggers shall be cut off to accommodate the new sidewalk beam. Cut edges shall be ground smooth parallel to the outriggers. All re-entrant corners shall have a minimum 1 ¼”.

Measurement and Basis of Payment: This work shall be measured for payment in place at the contract unit price per EACH for PARTIAL REMOVAL OF EXISTING STRUCTURES.

XX001249, XX004101, XX006653 ORNAMENTAL FENCE , ORNAMENTAL METAL FENCE, & FENCE (SPECIAL)

Date Prepared: July 1, 2016

By: City of Danville

This work shall consist of furnishing and installing metal fencing according to the plans, Sections 509 and 664 of the Standard Specifications, and as described herein.

All metal fence shall be hot dip galvanized steel or aluminum for railings. All metals shall be painted black.

Posts shall be a minimum of 2 ½" x 2 ½" x 1/4" tubes. Pickets shall be a minimum ¾" x 16GA tubing. Pickets shall be connected to a minimum 1 3/8" x 1 ½" x 11GA channels via welds or ¼" aluminum drive rivets at the top and bottom channels. The channels shall be pre-punched to accept the pickets. Welds or rivets shall have a minimum shear strength of 1500 pounds and a 100 pound holding power.

Posts shall be spaced at maximum 8 foot centers and fastened to pilaster columns or set in concrete to a depth of 3 feet below finished grade. Connections to pilasters shall be made with brackets allowing for a minimum of ¼" expansion and contraction of the metal fence per 32 feet of length of fence. The brackets shall be fastened to the pilasters with masonry anchors with a minimum allowable shear load of 1,500 pounds.

Measurement: This work will be measured for payment in place per FOOT of the fence type specified.

Basis of Payment: This work shall be paid for at the contract unit price per FOOT for ORNAMENTAL FENCE for 6 foot high fence, ORNAMENTAL METAL FENCE for 3 foot 6 inch high fence, and FENCE (SPECIAL) for 2 foot high fence which price shall include all required labor, material, equipment, and all necessary incidental work.

XX003885 IRRIGATION SYSTEM

Date Prepared: July 1, 2016

By: City of Danville

This item of work shall consist of all design, labor, materials, equipment and incidentals required to furnish and install the site irrigation system including the water service, backflow preventer, quick coupler, drip irrigation system, timer, and other miscellaneous items. The Contractor shall submit a proposed irrigation system design conforming to this special provision to the Engineer for review and approval. The design and installation of the irrigation system shall be by a State of Illinois licensed Irrigation Contractor. The connection and installation of the water service shall be according to the State of Illinois Plumbing Code.

All components of the Irrigation System shall be designed to be permanent except the drip irrigation system which shall have a design life of no less than one year.

Products:

General

The contractor shall use the materials as specified. The use of material other than specified shall only be permitted after written application by the CONTRACTOR and written approval by the ENGINEER. All material shall be new, without flaws or defects and of quality and performance as specified.

Delivery, Storage and Handling:

All materials shall be handled and stored in such a way to prevent damage and deterioration.

All pipes shall be covered during storage.

All irrigation system components such as emitter tube, valves and fittings shall be delivered to the job site in manufacturer's original, unopened and undamaged packaging with labels intact and legible.

Materials:

A. Pipe and Fittings

1. All pipe sizes and pressure ratings shall conform to contract drawings and these special provisions.
2. Primer and solvent shall conform to ASTM D2564 and shall be appropriate for pipe and fitting type and weather conditions.
3. All PVC pipe joints shall be solvent welded using Schedule 40 PVC molded fittings suitable for solvent weld and according to ASTM D2466 except for emitter tubing which shall be joined using barbed fittings.
4. All mainline PVC pipe shall be three (3") inch, with a minimum SDR 21 rating and a pressure rating of 200 psi or greater.
5. All lateral PVC pipe shall be sized according to the contract plans, with a minimum SDR 26 rating and a pressure rating of 160 psi or greater.
6. All piping shall be ASTM D2241, rigid, unplasticized polyvinyl chloride, extruded from virgin parent material except for the above ground emitter tube. Pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, dents and any other defects.
7. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size, schedule, and type of pipe, working pressure at seventy-three (73) degrees Fahrenheit and National Sanitation Foundation (NSF) approval.

B. Drip Irrigation Tube and Emitters

1. Accepted Manufacturers and models
 - a. Netafim
 - b. Hunter
 - c. Rain Bird
2. The drip irrigation system shall include flexible UV resistant plastic tubing with built-in pressure compensating emitters.

3. Emitters shall operate at a flow rate of 0.4 GPH and a maximum pressure of fifty (50) psi. Emitters shall be installed at the manufacturer's recommended spacing for the soil and plant type it will be watering.
4. Plastic tubing shall be spaced at uniform distances not to exceed the manufacturer's recommended spacing for the soil and plant type it will be watering.

C. Pressure Regulators and Filters

1. Each drip irrigation branch shall have installed a fifty (50) psi pressure regulator and a wye filter in the PVC lateral pipe before splitting off to the emitter tubing.
2. The wye filter shall be installed directly upstream from the pressure regulator.
3. Each wye filter and pressure regulator shall be housed in standard valve box for easy accessibility.

D. Valves

1. Valves shall be of standard manufacture and of highest quality materials and workmanship and shall be a product of a manufacturer experienced with the regular manufacture of that valve size and type.
2. Prior to installation, all valves shall be opened and closed to ensure full operation.
3. Air relief valves shall be placed at the highest elevation in each of the independent drip irrigation branches.
4. Flush valves shall be installed at the lowest elevation in each of the independent drip irrigation branches.

Execution:

General

- A. Piping shall be installed at a consistent depth below finished grade. Adjustments shall be made in the field to conform to finished grade of the field.

Excavation and Backfill

- A. Excavate trenches of sufficient depth width and permit proper handling and installation of pipe and fittings. Excavate to depths required to provide two (2") inch depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
- B. All trenches may be excavated by plowing if soil conditions permit and soils do not contain gravel, rock, construction debris or other potentially damaging material.
- C. Minimum depth of cover over lateral pipe shall be ten (10") inches.
- D. The top six (6") inches of fill shall be topsoil, free from rocks, subsoil, or other objectionable material.
- E. Provide approved fine grained earth fill or sand to a point four (4") inches above the top of pipe, where soil conditions are rocky or otherwise objectionable.
- F. Fill trenches to match adjacent finished grade elevation with approved earth fill material. Place and compact fill in layers no greater than eight (8") in depth.

Underground Pipe

- A. Where existing pavement exists, the contractor shall install underground pipe using directional boring techniques. If directional boring is infeasible, the contractor will be permitted to use an open trench method. If an open trench method is used, the trench shall be no wider than one (1') foot.
- B. Glued joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system.
- C. Pipe shall be stored, handled, installed as specified by the manufacturer's instructions. Pipe shall be protected from exposure to oil, grease, excessive heat, and prolonged exposure to sunlight.

Setting Valves and Boxes

- A. Valves and valve boxes shall be installed and adjusted to conform to manufacturer's recommendations and to match final grade.

Emitter Tube Installation

- A. Emitter tube shall be held in place using manufacturer's recommended tubing stakes.
- B. Open emitter tube ends shall be capped using manufacturer's recommended end closure of correct size for the tubing used.
- C. Flush piping with full head of water and install heads after hydrostatic test is completed.

Valve Installation

- A. Valves shall be installed as indicated on the drawings. All electrical and manual valves shall be enclosed in a minimum ten (10") inch width valve box. Extensions may be added as needed to prevent soil settlement around the valve. Set box flush with finish grade and aligned with adjacent boxes and/or adjoining site work.

Testing

- A. All tests shall be performed prior to backfilling any pipe trenches.
- B. The drip irrigation lateral system shall be tested under normal water pressure (100 psi) for a period of twelve (12) hours. All leaks found shall be repaired and the test shall then be repeated.
- C. After all new emitter tube is in place, it shall be tested under normal water pressure (50 psi). The contractor shall then inspect all emitters ensuring functionality.

Water Service:

- A. The Contractor shall obtain an address for the water service from the Engineer and apply for and pay Aqua Illinois the water meter service fee and connection fee.
- B. The Contractor shall connect to the water service according to Aqua Illinois requirements.

C. The service connection shall be within the trench for storm sewer pipe P 133 or P152.

Fertilizing and Seeding

A. Areas disturbed during the installation of the drip irrigation system shall be fertilized and seeded after all emitter tube, valve boxes and other appurtenances have been adjusted to match final grade.

Clean-up

A. Upon completion of the installation of the irrigation system and appurtenances, all debris and surplus materials resulting from the WORK shall be removed and disposed of properly off site.

Method of Measurement and Payment: This work will be measured in place once it has been approved by the Engineer. The work shall be paid for the contract LUMP SUM price for IRRIGATION SYSTEM.

XX005283 BRICK PAVER CROSSWALKS

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of installing brick paver crosswalks as shown in the plans and detail. The crosswalk shall be installed in close conformity with the lines and grades shown in the plans or established by the Engineer. This work includes all labor, material, equipment and incidentals required to construct the crosswalk as shown in the plans.

Construction: The subgrade shall be adjusted so that the proper thickness and elevation is obtained on the crosswalk.

Brick pavers required for crosswalk construction shall have a nominal dimension of 4" x 8" and shall be constructed with the thickness and material specifications for heavy truck loading. The contractor shall supply brick paver samples and manufacturer's material specifications to the Engineer for approval prior to placement.

Portland cement surface course shall meet the requirements of Section 420, except that hand methods of consolidating and finishing will be permitted. Pavement damaged by reason of construction operations outside the pay limits indicated on the plans shall be replaced at the Contractor's expense. Covering to cure and protect the finished concrete shall be considered incidental and no additional compensation will be allowed.

PCC based course required to contain pavers will not be measured for payment but shall considered included in the unit cost price of the BRICK PAVER CROSSWALKS.

Excavation, removal and disposal of unsuitable material will not be measured for payment but shall be included in the unit cost of BRICK PAVER CROSSWALKS.

Method of Measurement: BRICK PAVER CROSSWALKS shall be measured in place and the area computed in square feet.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE FOOT for BRICK PAVER CROSSWALKS, which price shall include any required curing and protection, all required labor, material, equipment, and all necessary incidental work.

XX005963 ANTI-GRAFFITI COATING

Date Prepared: July 1, 2016
By: City of Danville

This work shall consist of the furnishing and application of an anti-graffiti coating to exposed concrete and brick surfaces as shown on the plans and as directed by the Engineer.

The anti-graffiti protection system shall consist of a permanent, non-sacrificial and color stable coating with minimal gloss and discoloration after drying of the surface to which it is applied. The coating shall also be UV, stain, chemical and abrasion resistant. Removal of graffiti from the protected surfaces shall be accomplished by applying a separate removal agent as recommended by the manufacturer of the permanent coating. The removal agent shall have the capability of completely removing all types of paints and stains. After graffiti removal there shall be no damage to the anti-graffiti coating or the surface to which it is applied. Additionally there shall be no evidence of ghosting, shadowing, or staining of the protected surface. Materials shall be compliant with all applicable VOE content regulations.

Samples of the proposed system shall be supplied to the Engineer for testing. The Contractor shall apply the material to a test patch following the manufacturer's recommendation. After the manufacturer's recommended curing period, the Engineer will apply various types of graffiti materials to the coating. After three (3) days the removal agent shall be used to remove the graffiti. If after graffiti removal the anti-graffiti coating is clean and undamaged, with no evidence of ghosting, shadowing or staining, then the anti-graffiti coating is approved for use.

Surface Preparation. Prior to application of the anti-graffiti coating, all designated surfaces shall be cleaned of all loose debris, previous coatings and all foreign matter by a method as recommended by the coating manufacturer and approved by the Engineer. All surfaces shall be thoroughly clean, dry and free of dust that might prevent penetration of the coating. New concrete should be thoroughly cured before application of the coating.

Concrete surfaces shall be properly sealed according to the manufacturer's recommendations so the application of the system does not produce any noticeable long-term change in the color of the surfaces being treated. A technical representative of the manufacturer shall be present to approve surface preparation and application of the anti-graffiti protection system.

Weather Conditions. Coatings shall not be applied in the rain, snow, fog or mist, nor shall they be applied if these conditions are expected within twelve (12) hours of application. Coatings shall not be applied when surface or air temperatures are less than 40° F nor greater than 90° F, or is expected to exceed these temperatures within twelve (12) hours of application.

The manufacturer's product data sheets and application guides shall be submitted to the Engineer prior to coating application. All information contained in the data sheets and application guides shall be

strictly followed. All coatings shall be applied in the presence of the Engineer. The wet film thickness will be measured by the Engineer and shall be according to the manufacturer's recommendation. Application of the clear protective coating shall take place after the application and curing of the concrete as appropriate for the surface to be treated.

In a contrasting color of the same anti-graffiti system, the name of the system used and the date of application shall be stenciled in letters not to exceed 2 inches high. The location of the stencil shall be near one end of the work at the bottom of the surface to be protected. For projects greater than 3,000 sq. ft. near the bottom at the locations designated by the Engineer.

Cleaning Agent. The Contractor shall supply the Engineer with an initial quantity of the appropriate removal agent for the anti-graffiti protection system and written instructions for its use, as recommended by the manufacturer for graffiti removal. The amount shall be furnished at the rate of one (1) gallon per 81 sq. yd. of treated surface.

Basis of Measurement and Payment: This work will be paid for at the contract unit price per Square Foot for ANTI-GRAFFITI COATING.

XX007021 PEDESTRIAN ACTIVATED CROSSWALK WARNING SYSTEM

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of furnishing and installing two (2) rectangular rapid flashing beacon assemblies (RRFB), controller, sign panels, two (2) pedestrian push buttons, two (2) 15 foot galvanized steel traffic signal posts, and associated wiring and mounting hardware. The beacon assembly shall be wireless synchronized with two (2) solar panel assemblies and activated by pedestrian push buttons. The beacon assemblies shall be wireless and the two units in each set shall be synchronized to activate and terminate coincidentally. The pedestrian activated crosswalk warning system shall be placed at locations shown in the plans. Final locations shall be approved by the Engineer.

Requirements

General: RRFB shall be in conformance with all applicable MUTCD standards and guidelines, and shall exceed the minimum requirements specified in FHWA Memorandum IA-11, Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons. It shall consist of rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources, and shall be designed, located and operated in accordance with the detailed requirements specified in Memorandum IA-11, Interim Approval for Optional use of RRFB and subsequent amendments as detailed herein.

1. Each RRFB shall be a complete assembly, consisting of, but not limited to: controller, pole shaft, signage, sign mounting, push buttons, indications, down arrow signage, LED indications in a Light Bar, wireless communication equipment, solar panel assembly, and electrical components (wiring, solid-state circuit boards, etc.)

2. An RRFB sign assembly will have two (2) light bars (mounted back-to-back, facing both directions of vehicular traffic).
3. Each Light Bar shall house two rapidly and alternately flashing rectangular yellow indications and one yellow side-mounted pedestrian indication, each with an LED-array based light source. Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
4. Individual components shall be replaceable independently from other components, equipped with approved terminal strips or wire-end molded connectors.

Functional: Per FHWA guidelines, RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation. Pedestrian activation shall occur when the pedestrian push button is activated at the crossing.

The flash cycle duration should be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals: refer to MUTCD 2009 Section 4E.06 and any State-specific regulations.

As a specific exception to requirements for the flash rate of beacons as state in 2009 MUTCD Section 4L.01, RRFBs shall use a much faster flash rate. Each of the two yellow vehicle indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of rapid flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, one of the yellow indications shall emit two medium rapid pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse.

The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

1. Each RRFB shall include solar panel set capable of providing power for the system.
2. Each RRFB shall be activated by an ADA compliant push button.
3. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation after a predetermined time limit (based on MUTCD procedures).
4. When activated, the RRFB unit indications shall flash in a rapidly alternating “wigwag” flashing sequence (left light on, then right light on).
5. All RRFB light indications shall be wireless and synchronized (All lights will turn on within 120msec and remain synchronized through-out the duration of the flashing cycle).
6. The activation length of the flashing lights shall be programmable from 1 second to 24 hours in increment of seconds, minutes and hours.
7. The system shall include an actuation counter providing data that can be downloaded on-site to a laptop computer using DB9 or USB type cables.

Materials:

Rectangular Rapid Flashing Beacon Assembly (RRFB):

1. Each RRFB indication shall be a minimum size of 7” wide x 3” high.

2. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
3. Each RRFB to be supplied with all required hardware to install assembly. All exposed hardware shall be anti-vandal.
4. All mounting hardware required for mounting the Light Bar housing shall be provided, and shall be stainless steel.
5. The light intensity of the RRFB's indications shall be Society of Automotive Engineers (SAE) standard J595 certified to meet Class I.
6. The LEDs used shall be rated for a minimum 15-year life span.
7. The two RRFB indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
8. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the RRFB.
9. Each RRFB shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.

Traffic signal post, 15 FT:

1. The RRFB Assembly, controller, signage, and push button shall be mounted on a standard 15 foot tall Traffic Signal Post in accordance with Section 875 of the Standard Specifications except that the basis of payment shall not apply. The posts shall be powder coated gloss maroon.
2. Only 24" Diameter Concrete Light Pole Foundations shall be used. The work for the foundations shall be included in the cost for Pedestrian Activated Crosswalk Warning System.

Sign Panels:

1. Sign panels shall be in accordance with Section 720 of the Standard Specifications, the IDOT standard details for sign mounting, and the Manual on Uniform Traffic Control Devices (MUTCD).
2. All sign assemblies shall use anti-vandal fasteners to mount components to sign and sign to fixture.

Controller:

1. The Controller shall be housed in a NEMA 4X rated aluminum enclosure, intended for indoor or outdoor use, primarily to provide a degree of protections against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
2. The LED light outputs and flash pattern shall be completely programmable, with the capability to actuate FFRB-XL, RRFB, round LED signal beacons and LED-enhanced signs.
3. The flashing output shall have 70 to 80 periods of flashing per minute, during which one of the yellow indications shall emit four short rapid pulses of light followed by a long pulse. The flashing output shall be programmable.
4. The Controller shall be reconfigurable if future MUTCD or State guidelines specify a different flash pattern

5. The Controller shall be capable of storing input count data in preset intervals, with downloadable capabilities using optional Windows-based PC software program and standard RS232 programming cable.
6. The Controller shall be, in the unlikely event of failure, replaceable independently of other components.

Power Supply:

1. Power shall be supplied from a 55-watt solar panel mounted on the top of each pole which charges a 12 VDC battery.

Push Button:

1. All pedestrian push buttons shall have a round case and be equipped with a 2" diameter mushroom head for easy access.
2. The pedestrian push buttons shall be of polycarbonate construction and shall have a yellow housing. The push button shall utilize a piezo driven solid state switch.
3. Push buttons shall meet all requirements of the Manual of Uniform Traffic Control Devices (MUTCD) and Section 888 of the Standard Specifications except that Basis of Payment shall not apply.
4. The pedestrian push button installation shall include all crossing signs and hardware required to mount the pedestrian push button. All hardware shall be of stainless steel construction. All bolts shall be 1/4" Hex Head and no self-tapping/drilling screws will be allowed.

Activation Bollards:

1. The crosswalk warning system must be capable of being expanded to use activation bollards in the future.
2. The power source which runs the LED lights of the warning system will also need to have a separate wiring harness and be capable of running the infrared portion of the bollards.

Construction:

1. The RRFB will be assembled, wired, and installed according to manufacturer's specifications and as detailed in the plans
2. The push button shall be mounted on each sign post at right angles to the direction of approaching pedestrians as directed in the field by the Engineer.
3. The controller shall be placed on the post where indicated in the plans.
4. All installation and user manuals shall be provided to City of Danville upon completion of the project.

Basis of Payment: This work will be measured and paid for at the contract unit price per EACH for PEDESTRIAN ACTIVATED CROSSWALK WARNING SYSTEM which price shall be payment in full for all labor, materials, and equipment required to erect, wire, test and program the RRFB and controller, sign panels, push buttons, post, solar panel set, concrete foundation, and rectangular rapid flashing beacon assembly for one crossing (two sign locations).

XX007297/XX007298 MASONRY COLUMN

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be according to Section 503 of the Standard Specifications for the construction of square brick columns either 18" or 24" square to include the base and reinforcement, all column brick work, anti-graffiti coating, and column cap to the height specified as shown on the plans. The placement of each column shall be per the dimensions as shown on the plans and coordinated to include the pedestrian barrier fence placement between the columns.

Materials:

- 1) UNIT MASONRY ASSEMBLIES
 - (a) UNIT MASONRY MANUFACTURERS
 - (i) Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
 - (ii) Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
 - (b) PERFORMANCE REQUIREMENTS
 - (i) Provide unit masonry that develops indicated net-area compressive strengths at 28 days.
 1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to TMS 602/ACI 530.1/ASCE 6.
 2. Determine net-area compressive strength of masonry by testing masonry prisms according to ASTM C 1314.
 - (c) UNIT MASONRY, GENERAL
 - (i) Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents when using reclaimed Danville brick.
 - (ii) Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.
 - (iii) Clay Face Brick: Clay Masonry Units.
 1. As indicated on the drawings or approved equal.
 2. Grade: SW according to ASTM C216.
 3. Type: FBS according to ASTM C216.
 4. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3350 psi (23.10 MPa).
 5. Initial Rate of Absorption: Brick shall demonstrate less than 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C 67.
 6. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
 7. Surface Coating: Brick with colors or textures produced by application of coatings shall have a history of successful use in the Project's area, or withstand 50 cycles of

freezing and thawing according to ASTM C 67 with no observable difference in the applied finish when viewed from 10 feet.

8. Color and Texture: As indicated on the drawings.
- (iv) Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
 1. Exterior Walls: Hot-dip galvanized carbon steel.
 2. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
 3. Wire Size for Cross Rods: 0.187-inch (4.76-mm) diameter.
 4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 5. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
 - a. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.

(d) TIES AND ANCHORS

- (i) General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.
- (ii) Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.
 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304.
 3. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
- (iii) Adjustable Anchors for Connecting to Wood Framing: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 1. Anchor Section for Welding to Wood Frame: Crimped 1/4-inch- (6.35-mm-) diameter, stainless-steel wire.
 2. Tie Section: Triangular-shaped wire tie made from 0.25-inch- (6.35-mm-) diameter, stainless-steel wire.

(e) EMBEDDED FLASHING MATERIALS

- (iii) Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 1. Stainless Steel: ASTM A 240/A 240M or ASTM A 666, Type 304, 0.016 inch (0.40 mm) thick.
 2. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
 3. Fabricate through-wall flashing with sealant stop unless otherwise indicated. Fabricate by bending metal back on itself 3/4 inch (19 mm) at exterior face of wall and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
 4. Fabricate metal drip edges from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.

5. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
 6. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
 7. Use prefabricated metal outside corners with Solder at all outside corners.
- (iv) Solder and Sealants for Sheet Metal Flashings:
1. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
 2. Elastomeric Sealant: ASTM C 920, chemically curing urethane sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and remain watertight.
- (iv) Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.
- (f) CAST-STONE UNITS
- (i) Cast-Stone Units: Comply with ASTM C 1364.
1. Units shall be manufactured using the vibrant dry tamp or wet-cast method.
 2. Units shall be resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666/C 666M, Procedure A, as modified by ASTM C 1364.
- (ii) Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.
1. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
 2. Provide drips on projecting elements unless otherwise indicated.
- (iii) Fabrication Tolerances:
1. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch (3 mm).
 2. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater, but in no case by more than 1/4 inch (6 mm).
 3. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater.
 4. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch (3 mm) on formed surfaces of units and 3/8 inch (10 mm) on unformed surfaces.
- (iii) Cure Units as Follows:
1. Cure units in enclosed, moist curing room at 95 to 100 percent relative humidity and temperature of 100 deg F (38 deg C) for 12 hours or 70 deg F (21 deg C) for 16 hours.
 2. Keep units damp and continue curing to comply with one of the following:
 - a. No fewer than five days at mean daily temperature of 70 deg F (21 deg C) or above.
 - b. No fewer than six days at mean daily temperature of 60 deg F (16 deg C) or above.

- c. No fewer than seven days at mean daily temperature of 50 deg F (10 deg C) or above.
- d. No fewer than eight days at mean daily temperature of 45 deg F (7 deg C) or above.
- (iv) Acid etch units after curing to remove cement film from surfaces to be exposed to view.
- (v) Colors and Textures: As selected by Architect from manufacturer's full range.
- (g) MASONRY CLEANERS
 - (i) Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces and adjacent surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
- (h) MORTAR AND GROUT MIXES
 - (i) General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use portland cement-lime mortar unless otherwise indicated.
 - 3. 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.
 - (ii) Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
 - (iii) Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For masonry below grade or in contact with earth, use Type M.
 - 2. For reinforced masonry, use Type S.
 - 3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - (iv) Grout for Unit Masonry: Comply with ASTM C 476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
 - 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
 - 3. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.
- (i) MORTAR AND GROUT MATERIALS
 - (i) Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.
 - (i) Hydrated Lime: ASTM C 207, Type S.
 - (ii) Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
 - (iii) Aggregate for Mortar: ASTM C 144.
 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 2. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
 3. White-Mortar Aggregates: Natural white sand or crushed white stone.
 4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- (ii) Aggregate for Grout: ASTM C 404.
- (iii) Water: Potable.

Before beginning wall construction, cast stone cap fabrication, the respective Contractors shall coordinate as deemed necessary and submit shop drawings to the City. When special non-standard details are required by the plans or proposed by the contractor, the drawings shall be submitted for approval.

Construction: The column shall be constructed per the details within the plans and should include all required labor, material, equipment, excavation, and all necessary incidental work to construct. All concrete, mortar and rebar specified shall be per applicable sections of the Standard Specifications. The contractor shall supply brick veneer samples and manufacturer's material specifications to the Engineer for approval prior to placement. The brick colors and pattern shall match those of the original Danville High School building, excluding its additions.

The foundation base shall be Class SI concrete or made up of solid grouted CMU units to the minimum plan dimensions shown.

After cleaning masonry, the Contractor shall apply Anti-Graffiti Coating to exposed surfaces of brick and concrete cap according to the Special Provision for Anti-Graffiti Coating.

Method of Measurement: This work shall be measured per each for Masonry Column of the size specified.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for MASONRY COLUMN, SMALL for 18 inch columns and for MASONRY COLUMN, LARGE, for 24 inch columns which price shall include all required labor, material, equipment, and all necessary incidental work.

XZ127900 RETAINING WALL REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of the removing and disposal of existing concrete retaining wall material as indicated on the plans.

Method of Measurement: The retaining wall as shown on the plans shall be measured as Lineal Foot for RETAINING WALL REMOVAL

Basis of Payment: This work will be paid for at the contract unit price FOOT for RETAINING WALL REMOVAL.

Z0001906 STRUCTURAL STEEL REPAIR

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be according to Section 505 of the Standard Specifications. Existing structural steel pertaining to the Bridge Plans shall be repaired as indicated on the plans.

Measurement and Basis of Payment: This work will be paid for at the contract unit price LUMP SUM for STRUCTURAL STEEL REPAIR.

Z0004552 APPROACH SLAB REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall be according to Section 440 of the Standard Specifications. Existing approach pavements shall be removed as indicated on the plans. Existing approach pavements to be removed have varying pavement thickness of 8 inches to 17 inches and an integral barrier curb and a top layer of welded wire fabric reinforcement and a bottom layer of #6 bars at 8 inch centers longitudinally.

Measurement and Basis of Payment: Approach slab removal will be measured and paid for payment in place at the contract unit price per SQUARE YARD for APPROACH SLAB REMOVAL.

Z0005880 BRIDGE HANDRAIL REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of the removing and disposal of existing bridge handrail material as indicated on the plans.

Method of Measurement: The bridge handrail as shown on the plans shall be measured as Lineal Foot for BRIDGE HANDRAIL REMOVAL.

Basis of Payment: This work will be paid for at the contract unit price FOOT for BRIDGE HANDRAIL REMOVAL.

Z0012450 CONCRETE STEPS

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall consist of all labor, materials, equipment and incidentals required to construct PCC steps on a prepared subgrade according to Section 400 of the IDOT Standard Specifications as shown on the plans per District 5 Detail No. X0325279. This work also includes furnishing and installing the ¾ inch expansion joints as shown in the plans.

Expansion joints will not be measured for payment but shall be considered included in the unit cost price of CONCRETE STEPS.

Method of Measurement: This work will be measured per cubic yard of material to construct CONCRETE STEPS per general notes of the detail.

Basis of Payment: This work will be paid for at the contract unit price per CUBIC YARD for material Class SI concrete for CONCRETE STEPS.

Z0012455 CONCRETE STEP REMOVAL

Date Prepared: July 1, 2016

By: City of Danville

Description: This work shall include the removal and disposal of all material for CONCRETE STEP REMOVAL. The removal shall include all riser steps and side walls.

Method of Measurement: The entire step risers and applicable side walls on the property as shown on the plans shall be measured as each for CONCRETE STEP REMOVAL.

Basis of Payment: This work will be paid for at the contract unit price EACH for CONCRETE STEP REMOVAL.

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:

City of Danville

City of Danville, Danville Consolidated School District 118

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

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

80192

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_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting 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_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

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

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

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

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

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

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

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

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

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Yes No

Signature: _____ Date: _____

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

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

7/ Does not apply to aggregates for HMA binder mixtures.

8/ Does not apply to Class A seal and cover coats.

9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.

10/ Test shall be run according to ITP 203.

11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

80360

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012

| Revised: April 1, 2016

| For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

80277

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 2.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.

- (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

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

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

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V_s - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."

Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10⁻⁶" to "in. x 10⁻³".

Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better."

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

80364

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

Effective: January 1, 2010

Revised: April 1, 2016

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 10 ft (3 m) 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 | N _{design} = 50 | 93.0 – 97.4% ^{1/} | 91.0% |
| IL-9.5 | N _{design} = 90 | 92.0 – 96.0% | 90.0% |
| IL-9.5, IL-9.5L | N _{design} < 90 | 92.5 – 97.4% | 90.0% |
| IL-19.0 | N _{design} = 90 | 93.0 – 96.0% | 90.0% |
| IL-19.0, IL-19.0L | N _{design} < 90 | 93.0 ^{2/} – 97.4% | 90.0% |
| SMA | N _{design} = 50 & 80 | 93.5 – 97.4% | 91.0%” |

80246

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

“(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived.”

80376

LIGHT POLES (BDE)

Effective: July 1, 2016

Revise the second paragraph of Article 1069.01 of the Standard Specifications to read:

“The detailed design and fabrication of the pole shaft, arms, tenons, and attachments shall be according to AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” current at the time the project is advertised. Light poles shall be designed for ADT > 10,000 and Risk Category Typical. If Fatigue design is required, light poles shall be designed for Importance Category I.”

Revise the fifth paragraph of Article 1069.01(a) of the Standard Specifications to read:

“Deflection of the pole top as caused by the combined effect of deadload referenced above and wind speed prescribed by AASHTO shall be as required by AASHTO. Pole deflection and loading compliance, certified by the manufacturer, shall be noted on the pole submittal.”

80367

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: July 1, 2016

Revise Article 1077.03(a)(1) of the Standard Specifications to read:

“(1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals” 2015 Edition. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the “fillet welded, ring stiffened box connection” detail as shown in Figure C5.6.7-2. The mast arm and pole shall be designed assuming the ADT > 10,000, Risk Category Typical, and Fatigue Category I Natural Wind Gust only.”

80369

PEDESTRIAN PUSH-BUTTON (BDE)

Effective: April 1, 2016

Revise Article 888.03 of the Standard Specifications to read:

"888.03 Installation. The pedestrian push-button shall be located next to the curb ramp, sidewalk, or a paved clear space with a minimum size of 2.5 ft x 4.0 ft (760 mm x 1.22 m). The front face of the push-button should be even with the nearest edge of the curb ramp, sidewalk, or clear space but shall in no case be further away than 10 in. (250 mm). The height of the push-button should be 36 in. (900 mm) above the paved surface but shall in no case be less than 30 in. (760 mm) or more than 42 in. (1.05 m). The housing of the push-button shall be completely in contact with the post, pole, or extension arm on which it is mounted. The Contractor shall apply an anti-seize paste compound on all nuts and bolts prior to assembly. The methods of mounting both the pedestrian push-button and the sign shall be approved by the Engineer."

80365

PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

Effective: April 1, 2015

Revised: July 1, 2016

Revise the following two entries in the table in Article 1020.13 of the Standard Specifications to read:

| "INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION" | | | |
|---|---------------------------------|--------------------|--|
| TYPE OF CONSTRUCTION | CURING METHODS | CURING PERIOD DAYS | LOW AIR TEMPERATURE PROTECTION METHODS |
| Superstructure (Approach Slab) | 1020.13(a)(5)(6) ^{19/} | 3 | 1020.13(d)(1)(2) ^{17/} |
| Deck | 1020.13(a)(5)(6) ^{19/} | 7 | 1020.13(d)(1)(2) ^{17/} |

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Standard Specifications:

"19/ The cellulose polyethylene blanket method shall not be used on latex modified concrete."

Revise Article 1020.13(a)(5) of the Standard Specifications to read:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets. The cotton mats shall be kept saturated with water.

- a. Bridge Decks. For bridge decks, a foot bridge shall be used to place and wet the cotton mats. The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without indentations to the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

For areas inaccessible to the cotton mats, curing shall be according to Article 1020.13(a)(3)."

Add the following to Article 1020.13(a) of the Standard Specifications.

“(6) Cellulose Polyethylene Blanket Method. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene blanket. Damaged cellulose polyethylene blankets will not be allowed. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 4 in. (100 mm). Any air bubbles trapped during placement shall be removed. The blankets shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the blankets shall be kept saturated with water. For bridge decks, the blankets shall be placed and kept wet according to Article 1020.13(a)(5)a.”

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

“1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, and Cellulose Polyethylene Blankets. These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155.

The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing and shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.”

80359

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.

| NAMED INSURED & ADDRESS | NUMBER & SPEED OF PASSENGER TRAINS | NUMBER & SPEED OF FREIGHT TRAINS |
|---|---|--|
| Norfolk Southern Railway Company Three Commercial Place Norfolk, VA 23510-2191 | 0 Exempt Rails | 0 Exempt Rails |
| DOT/AAR No.: 546 038G RR Division: Southern | RR Mile Post: 108.83-CR RR Sub-Division: S.W. West | |
| For Freight/Passenger Information Contact: Ellis A. Mays For Insurance Information Contact: Scott W. Dickerson | | Phone: (404) 529-1256 Phone: (757) 629-2364 |

DOT/AAR No.:
RR Division:

RR Mile Post:
RR Sub-Division:

For Freight/Passenger Information Contact:
For Insurance Information Contact:

Phone:
Phone:

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

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

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

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

80157

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

| Mixture FRAP will be used in: | Sieve Size that 100 % of FRAP Shall Pass |
|-------------------------------|--|
| IL-19.0 | 1 1/2 in. (40 mm) |
| IL-9.5 | 3/4 in. (20 mm) |
| IL-4.75 | 1/2 in. (13 mm) |

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

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

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

| Parameter | FRAP/Homogeneous/ Conglomerate |
|-------------------|-----------------------------------|
| 1 in. (25 mm) | |
| 1/2 in. (12.5 mm) | ± 8 % |
| No. 4 (4.75 mm) | ± 6 % |
| No. 8 (2.36 mm) | ± 5 % |
| No. 16 (1.18 mm) | |
| No. 30 (600 μm) | ± 5 % |
| No. 200 (75 μm) | ± 2.0 % |
| Asphalt Binder | ± 0.4 % ^{1/} |
| G_{mm} | ± 0.03 |

1/ The tolerance for FRAP shall be ± 0.3 %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

| Parameter | RAS |
|------------------------|---------|
| No. 8 (2.36 mm) | ± 5 % |
| No. 16 (1.18 mm) | ± 5 % |
| No. 30 (600 µm) | ± 4 % |
| No. 200 (75 µm) | ± 2.0 % |
| Asphalt Binder Content | ± 1.5 % |

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

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

(1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

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

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
 - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

| HMA Mixtures <i>1, 2</i> | RAP/RAS Maximum ABR % | | |
|-----------------------------|---------------------------|---------|------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified |
| 30 | 30 | 30 | 10 |

| | | | |
|----|----|----|----|
| 50 | 25 | 15 | 10 |
| 70 | 15 | 10 | 10 |
| 90 | 10 | 10 | 10 |

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

| HMA Mixtures <i>1, 2/</i> | FRAP/RAS Maximum ABR % | | |
|------------------------------|---------------------------|---------|------------------------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified ^{3/, 4/} |
| 30 | 50 | 40 | 10 |
| 50 | 40 | 35 | 10 |
| 70 | 40 | 30 | 10 |
| 90 | 40 | 30 | 10 |

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.

- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.
The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.

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

80306

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 **160** working days.

80071

DECK SLAB REPAIR

Effective: May 15, 1995

Revised: October 15, 2011

This work shall consist of hot-mix asphalt surface removal, when required, the removal and disposal of all loose and deteriorated concrete from bridge deck and the replacement with new concrete to the original top of deck. The work shall be done according to the applicable requirements of Sections 501, 503 and 1020 of the Standard Specifications and this Special Provision.

Deck slab repairs will be classified as follows:

- (a) Partial-Depth. Partial-depth repairs shall consist of removing the loose and unsound deck concrete, disposing of the concrete removed and replacing with new concrete. The removal may be performed by chipping with power driven hand tools or by hydro-scarification equipment. The depth shall be measured from the top of the concrete deck surface, at least 3/4 in. (20 mm) but not more than 1/2 the concrete deck thickness.
- (b) Full-Depth. Full-depth repairs shall consist of removing concrete full-depth of the deck, disposing of the concrete removed, and replacing with new concrete to the original concrete deck surface. The removal may be performed with power driven hand tools, hydraulic impact equipment, or by hydro-scarification equipment. Full-depth repairs shall be classified for payment as Full-Depth, Type I and Full-Depth, Type II according to the following:

Type I Full-depth patches less than or equal to 5 sq. ft. (0.5 sq m) in area. The minimum dimensions for a patch shall be 1 ft. x 1 ft. (300 mm x 300 mm).

Type II Full-depth patches greater than 5 sq. ft. (0.5 sq. m) in area.

Materials.

Materials shall be according to Article 1020.02.

Portland cement concrete for partial and full-depth repairs shall be according to Section 1020. Class PP-1, PP-2, PP-3, PP-4, PP-5 or BS concrete shall be used at the Contractor's option unless noted otherwise on the contract plans. For Class BS concrete, a CA 13, 14, or 16 shall be used. If the BS concrete mixture is used only for full depth repairs, a CA-11 may be used.

Equipment:

The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation and concrete removal equipment shall be according to the applicable portions of Section 1100 and the following:
- (1) Sawing Equipment. Sawing equipment shall be a concrete saw capable of sawing concrete to the specified depth.
 - (2) Blast Cleaning Equipment. The blast cleaning may be performed by wet sandblasting, high-pressure waterblasting, shotblasting or abrasive blasting. Blast cleaning equipment shall be capable of removing rust and old concrete from exposed reinforcement bars, and shall have oil traps.
 - (3) Power-Driven Hand Tools. Power-driven hand tools will be permitted including jackhammers lighter than the nominal 45 lb. (20 kg) class. Chipping hammers heavier than a nominal 15 lb. (6.8 kg) class shall not be used for removing concrete from below any reinforcing bar for partial depth repairs, or for removal within 1 ft (300 mm) of existing beams, girders or other supporting structural members that are to remain in service or within 1 ft (300 mm) of the boundaries of full-depth repairs. Jackhammers or chipping hammers shall not be operated at an angle in excess of 45 degrees measured from the surface of the slab.
 - (4) Hydraulic Impact Equipment. Hydraulic impact equipment with a maximum rated striking energy of 360 ft-lbs (270 J) may be permitted only in areas of full depth removal more than 1 ft (300 mm) away from existing beams, girders or other supporting structural members that are to remain in service or more than 1 ft (300 mm) from the boundaries of full-depth repairs.
 - (5) Hydro-Demolition Equipment. The hydro-demolition equipment shall consist of filtering and pumping units operating with a remote-controlled robotic device. The equipment shall use water according to Section 1002. The equipment shall be capable of being controlled to remove only unsound concrete.
- (b) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (c) Finishing Equipment: Finishing equipment shall be according to Article 1103.17. Adequate hand tools will be permitted for placing and consolidating concrete in the patch areas and for finishing small patches.

Construction Requirements: Sidewalks, curbs, drains, reinforcement and/or existing transverse and longitudinal joints which are to remain in place shall be protected from damage during removal and cleaning operations.

The Contractor shall control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of untreated effluent into adjacent waters, and shall properly dispose of the solids generated according to Article 202.03. The Contractor shall submit a water management plan to the Engineer

specifying the control measures to be used. The control measures shall be in place prior to the start of runoff water generating activities. Runoff water shall not be allowed to constitute a hazard to adjacent or underlying roadways, waterways, drainage areas or railroads nor be allowed to erode existing slopes.

(a) Hot-Mix Asphalt Surface Removal.

The hot-mix asphalt surface course and all waterproofing membrane shall be removed and disposed of according to applicable portions of Articles 440.04 and 440.06, except milling equipment will not be allowed if the deck is to receive a waterproofing membrane system. If the overlay or waterproofing membrane contains asbestos fibers, removal shall be in accordance with the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-mix Asphalt Surface Removal". Removal of the hot-mix asphalt surface by the use of radiant or direct heat will not be permitted.

(b) Surface Preparation:

All loose, disintegrated and unsound concrete shall be removed from portions of the deck slab shown on the plans or as designated by the Engineer. The Engineer will determine the limits of removal as the work progresses.

The Contractor shall take care not to damage reinforcement bars or expansion joints which are to remain in place. Any damage to reinforcement bars or expansion joints shall be corrected at the Contractor's expense. All loose reinforcement bars, as determined by the Engineer, shall be retied at the Contractor's expense.

- (1) Partial-Depth. Areas to be repaired will be determined and marked by the Engineer. A concrete saw shall be used to provide vertical edges approximately 3/4 in. (20 mm) deep around the perimeter of the area to be patched when a concrete overlay is not specified. Where high steel is present, the depth may be reduced as directed by the Engineer. A saw cut will not be required on those boundaries along the face of the curb, parapet or joint or when sharp vertical edges are provided by hydro-demolition.

The loose and unsound concrete shall be removed by chipping, with power driven hand tools or by hydro-demolition equipment. All exposed reinforcing bars and newly exposed concrete shall be thoroughly blast cleaned. Where, in the judgment of the Engineer, the bond between existing concrete and reinforcement steel within the patch area has been destroyed, the concrete adjacent to the bar shall be removed to a depth that will permit new concrete to bond to the entire periphery of the exposed bar. A minimum of 1 in. (25 mm) clearance will be required. The Engineer may require enlarging a designated removal area should inspection indicate deterioration beyond the limits previously designated. In this event, a new saw cut shall be made around the extended area before additional removal is begun. The removal area shall not be enlarged solely to correct debonded reinforcement or deficient lap lengths.

- (2) Full-Depth. Concrete shall be removed as determined by the Engineer within all areas designated for full-depth repair and in all designated areas of partial depth repair in which unsound concrete is found to extend below half the concrete deck thickness. Full depth removal shall be performed according to Article 501.05 except that hydraulic impact equipment may be permitted in areas of full depth removal more than 1 ft (300 mm) away from the edges of existing beams, girders or other supporting structural members or more than 1 ft (300 mm) from the boundaries of full-depth repairs. Saw cuts shall be made on the top of the deck, except those boundaries along the face of curbs, parapets and joints or where hydro-demolition provided sharp vertical edges. The top saw cut may be omitted if the deck is to receive an overlay.

Forms for full-depth repair may be supported by hangers with adjustable bolts or by blocking from the beams below. When approved by the Engineer, forms for Type 1 patches may be supported by No. 9 wires or other devices attached to the reinforcement bars.

All form work shall be removed after the curing sequence is complete and prior to opening to traffic.

- (3) Reinforcement Treatment. Care shall be exercised during concrete removal to protect the reinforcement bars and structural steel from damage. Any damage to the reinforcement bars or structural steel to remain in place shall be repaired or replaced. All existing reinforcement bars shall remain in place except as herein provided for corroded bars. Tying of loose bars will be required. Reinforcing bars which have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. An approved mechanical bar splice capable of developing in tension at least 125 percent of the yield strength of the existing bar shall be used when it is not feasible to provide the minimum bar lap. No welding of bars will be permitted.

- (4) Cleaning. Immediately after completion of the concrete removal and reinforcement repairs, the repair areas shall be cleaned of dust and debris. Once the initial cleaning is completed, the repair areas shall be thoroughly blast cleaned to a roughened appearance free from all foreign matter. Particular attention shall be given to removal of concrete fines. Any method of cleaning which does not consistently produce satisfactory results shall be discontinued and replaced by an acceptable method. All debris, including water, resulting from the blast cleaning shall be confined and shall be immediately and thoroughly removed from all areas of accumulation. If concrete placement does not follow immediately after the final cleaning, the area shall be carefully protected with well-anchored polyethylene sheeting.

Exposed reinforcement bars shall be free of dirt, detrimental scale, paint, oil, or other foreign substances which may reduce bond with the concrete. A tight non-scaling

coating of rust is not considered objectionable. Loose, scaling rust shall be removed by rubbing with burlap, wire brushing, blast cleaning or other methods approved by the Engineer.

(c) Placement & Finishing of Concrete Repair:

(1) Bonding Method. The patch area shall be cleaned to the satisfaction of the Engineer and shall be thoroughly wetted and maintained in a dampened condition with water for at least 12 hours before placement of the concrete. Any excess water shall be removed by compressed air or by vacuuming prior to the beginning of concrete placement. Water shall not be applied to the patch surface within one hour before or at any time during placement of the concrete.

(2) Concrete Placement.

The concrete shall be placed and consolidated according to Article 503.07 and as herein specified. Article 1020.14 shall apply.

When an overlay system is not specified, the patches shall be finished according to Article 503.16 (a), followed by a light brooming.

(d) Curing and Protection.

Concrete patches shall be cured by the Wetted Burlap or Wetted Cotton Mat Method according to Article 1020.13 (a)(3) or Article 1020.13 (a)(5). The curing period shall be 3 days for Class PP-1, PP-2, PP-3, PP-4, and PP-5 concrete. The curing period shall be 7 days for Class BS concrete. In addition to Article 1020.13, when the air temperature is less than 55° F (13° C), the Contractor shall cover the patch according to Article 1020.13 (d)(1) with minimum R12 insulation. Insulation is optional when the air temperature is 55° F. - 90° F (13° C - 32° C). Insulation shall not be placed when the air temperature is greater than 90° F (32° C). A 72-hour minimum drying period shall be required before placing waterproofing or hot-mix asphalt surfacing.

(e) Opening to Traffic.

No traffic will be permitted on a patch until after the specified cure period, and the concrete has obtained a minimum compressive strength of 4000 psi (27.6 MPa) or flexural strength of 675 psi (4.65 MPa).

Construction equipment will be permitted on a patch during the cure period if the concrete has obtained the minimum required strength. In this instance, the strength specimens shall be cured with the patch.

Method of Measurement.

When specified, hot-mix asphalt surface removal and full or partial depth repairs will be measured for payment and computed in square yards (square meters).

Basis of Payment.

The hot-mix asphalt surface removal will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL (DECK). Areas removed and replaced up to and including a depth of half the concrete deck thickness will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (PARTIAL). Areas requiring removal greater than a depth of half the concrete deck thickness shall be removed and replaced full depth and will be paid for at the contract unit price per square yard (square meter) for DECK SLAB REPAIR (FULL DEPTH, TYPE I) and/or DECK SLAB REPAIR (FULL DEPTH, TYPE II).

When corroded reinforcement bars are encountered in the performance of this work and replacement is required, the Contractor will be paid according to Article 109.04.

No payment will be allowed for removal and replacement of reinforcement bars damaged by the Contractor in the performance of his/her work or for any increases in dimensions needed to provide splices for these replacement bars.

Removal and disposal of asbestos waterproofing and/or asbestos bituminous concrete will be paid for as specified in the Special Provision for "Asbestos Waterproofing Membrane or Asbestos Hot-Mix Asphalt Surface Removal".

SLIPFORM PARAPET

Effective: June 1, 2007

| Revised: April 22, 2016

The following shall be added to the end of Article 503.16(b) of the Standard Specifications.

- (3) Slipforming parapets. Unless otherwise prohibited herein or on the plans, at the option of the Contractor, concrete parapets on bridge decks may be constructed by slipforming in lieu of the conventional forming methods. Slipforming will not be permitted for curved parapets on a radius of 1500ft (457 m) or less.

The slipform machine shall be self-propelled and have automatic horizontal and vertical grade control. For 34 inch (864 mm) tall parapets the machine shall be equipped with a minimum of four (4) vibrators. For 42 inch (1.067 m) tall parapets the machine shall be equipped with a minimum of five (5) vibrators. The equipment shall be approved by the Engineer before use.

If the Contractor wishes to use the slipform parapet option for 42 inch (1.067 m) tall parapets he/she shall construct a test section in a temporary location to demonstrate his/her ability to construct the parapets without defect. The test section shall be constructed under similar anticipated weather conditions, using the same means and methods, equipment, operator, concrete plant, concrete mix design, and slump as proposed for the permanent slipform parapets.

The test section shall be at least 50 feet (15 meters) in length and shall be of the same cross section shown on the plans. The contractor shall place all of the reinforcement embedded in the parapet shown on the plans. Upon completion of the test section, the Contractor shall saw cut the test section into 2 foot (600 mm) segments and separate the segments for inspection by the Engineer.

The test section shall demonstrate to the satisfaction of the Engineer that the Contractor can slipform the parapets on this project without defects. The acceptance of the test section does not constitute acceptance of the slipform parapets in place.

The concrete mix design may combine two or more coarse aggregate sizes, consisting of CA-7, CA-11, CA-13, CA-14, and CA-16, provided a CA-7 or CA-11 is included in the blend in a proportion approved by the Engineer.

The slipform machine speed shall not exceed 3 ft (0.9 m) per minute. Any section of parapet placed with the slipform machine moving in excess of the maximum allowed speed will be rejected. Any time the speed of the machine drops below 0.5 ft (150 mm) per minute will be considered a stoppage of the slipforming operation, portions of parapet placed with three or more intermittent stoppages within any 15 ft (4.6 m) length will be rejected. The contractor shall schedule concrete delivery to maintain a uniform delivery rate of concrete into the slipform machine. If delivery of concrete from the truck into the slipforming machine

is interrupted by more than 15 minutes, the portion of the wall within the limits of the slipform machine will be rejected. Any portion of the parapet where the slipforming operation is interrupted or stopped within the 15 minute window may be subject to coring to verify acceptance.

If the Contractor elects to slipform, the parapet cross-sectional area and reinforcement bar clearances shall be revised according to the details for the Concrete Parapet Slipforming Option. In addition, if embedded conduit(s) are detailed, then the contractor shall utilize the alternate reinforcement as detailed.

The use of cast-in-place anchorage devices for attaching appurtenances and/or railings to the parapets will not be allowed in conjunction with slipforming of parapets. Alternate means for making these attachments shall be as detailed on the plans or as approved by the Engineer.

All reinforcement bar intersections within the parapet cross section shall be 100 percent tied utilizing saddle ties, wrap and saddle ties or figure eight ties to maintain rigidity during concrete placement. At pre-planned sawcut joints in the parapet, Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be used to maintain the rigidity of the reinforcement cage across the proposed joints as detailed for the Concrete Parapet Slipforming Option.

Glass Fiber Reinforced Polymer (GFRP) reinforcement shall be subject to approval by the Engineer. Other non-ferrous reinforcement may be proposed for use but shall be subject to approval by the Engineer. GFRP reinforcement shall be tied the same as stated in the previous paragraph.

The Contractor may propose supplemental reinforcement for stiffening to prevent movement of the reinforcement cage and/or for conduit support subject to approval by the Engineer.

Clearances for these bars shall be the same as shown for the required bars and these bars shall be epoxy coated. If the additional reinforcement is used, it shall be at no additional cost to the Department.

For projects with plan details specifying parapet joints spaced greater than 20 ft (6 m) apart, additional sawcut joints, spaced between 10 ft (3 m) and 20 ft (6 m), shall be placed as directed by the Engineer. The horizontal reinforcement extending through the proposed joints shall be pre-cut to provide a minimum of 4 in. (100 mm) gap, centered over the joint, between rebar ends. The ends of the reinforcement shall be repaired according to Article 508.04.

After the slipform machine has been set to proper grade and prior to concrete placement, the clearance between the slipform machine inside faces and reinforcement bars shall be checked during a dry run by the Contractor in the presence of the Engineer. The dry run shall not begin until the entire reinforcing cage has been tied and the Engineer has verified and approved the placement and tying of the reinforcing bars. Any reinforcement bars

found to be out of place by more than ½ in. (13 mm), or any dimensions between bars differing from the plans by more than ½ in. (13 mm) shall be re-tied to the plan dimensions.

During the dry run and in the presence of the Engineer, the Contractor shall check the clearance of the reinforcement bars from the inside faces of the slipform mold. In all locations, the Contractor shall ensure the reinforcement bars have the minimum cover distance shown on the plans. This dry run check shall be made for the full distance that is anticipated to be placed in the subsequent pour. Reinforcement bars found to have less than the minimum clearance shall be adjusted and the dry run will be performed again, at least in any locations that have been readjusted.

For parapets adjacent to the watertable, the contractor shall, for the duration of the construction and curing of the parapet, provide and maintain an inspection platform along the back face of the parapet. The inspection platform shall be rigidly attached to the bridge superstructure and be of such design to allow ready movement of inspection personnel along the entire length of the bridge.

The aluminum cracker plates as detailed in the plans shall be securely tied in place and shall be coated or otherwise treated to minimize their potential reaction with wet concrete. In lieu of chamfer strips at horizontal and vertical edges, radii may be used. Prior to slipforming, the Contractor shall verify proper operation of the vibrators using a mechanical measuring device subject to approval by the Engineer.

The top portion of the joint shall be sawcut as shown in the details for the Concrete Parapet Slipforming Option. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed to the full thickness before uncontrolled shrinkage cracking takes place but no later than 8 hours after concrete placement. The sawcut shall be approximately 3/8 in. (10 mm) wide and shall be performed with a power circular concrete saw. The joints shall be sealed with an approved polyurethane sealant, conforming to ASTM C 920, Type S, Grade NS, Class 25, Use T, to a minimum depth of 1/2 in. (12 mm), with surface preparation and installation according to the manufacturer's written instructions. Cork, hemp or other compressible material may be used as a backer. The sawcut will not require chamfered edges.

Ends of the parapet shall be formed and the forms securely braced. When slipforming of parapets with cross sectional discontinuities such as light standards, junction boxes or other embedded appurtenances except for name plates, is allowed, the parapet shall be formed for a minimum distance of 4 ft (1.2 m) on each side of the discontinuity.

For acceptance and rejection purposes a parapet section shall be defined as the length of parapet between adjacent vertical parapet joints.

The maximum variance of actual to proposed longitudinal alignment shall not exceed ±3/4 in. (20 mm) with no more than 1/4 inch in 10 ft (6 mm in 3 m). Notwithstanding this tolerance, abrupt variance in actual alignment of 1/2 inch in 10 ft (13 mm in 3 m) will be cause for rejection of the parapet section.

In addition, all surfaces shall be checked with a 10 ft (3 m) straight edge furnished and used by the Contractor as the concrete is extruded from the slipform mold. Continued variations in the barrier surface exceeding 1/4 inch in 10 ft (6 mm in 3 m) will not be permitted and remedial action shall immediately be taken to correct the problem.

The use of equipment or methods which result in dimensions outside the tolerance limits shall be discontinued. Parapet sections having dimensions outside the tolerance limits will be rejected.

Any visible indication that less than specified cover of concrete over the reinforcing bars has been obtained, or of any cracking, tearing or honeycombing of the plastic concrete, or any location showing diagonal or horizontal cracking will be cause for rejection of the parapet section in which they are found.

The vertical surfaces at the base of the barrier within 3 in. (75 mm) of the deck surface shall be trowelled true after passage of the slipform machine. Hand finishing of minor sporadic surface defects may be allowed at the discretion of the Engineer. All surfaces of the parapet except the top shall receive a final vertical broom finish. Any deformations or bulges remaining after the initial set shall be removed by grinding after the concrete has hardened.

Slipformed parapets shall be wet cured according to either Article 1020.13(a)(3) or Article 1020.13(a)(5). For either method, the concrete surface shall be covered within 30 minutes after it has been finished. The cotton mat or burlap covering shall be held in place with brackets or another method approved by the Engineer. The Contractor shall have the option, during the period from April 16 through October 31, to delay the start of wet curing by applying a linseed oil emulsion curing compound. Exercising this option waives the requirement for protective coat according to Article 503.19. The linseed oil emulsion shall be according to Article 1022.01 and shall be applied according to Articles 1020.13 Notes-General 8/ and 1020.13(a)(4). The delay for wet curing shall not exceed 3 hours after application of the linseed oil emulsion.

A maximum of three random 4 in. (100 mm) diameter cores per 100 ft (30 m) of parapet shall be taken as directed by the Engineer, but no less than three random cores shall be taken for each parapet pour. At least 2 cores shall be located to intercept the top horizontal bar. Unless otherwise directed by the Engineer, coring shall be accomplished within 48 hours following each parapet pour. Separate parapets poured on the same date shall be considered separate pours. Random cores will not be measured for payment.

The Engineer will mark additional locations for cores where, in the sole opinion of the Engineer, the quality of the slipformed parapet is suspect.

The Engineer or his representative will be responsible for evaluation the cores. Any cores showing voids of any size adjacent to the reinforcement bars, or showing voids not adjacent to reinforcement bars of 1/4 square inch (160 square millimeters) in area or more, or

showing signs of segregation, or showing signs of cracking shall be considered failures and the parapet section from which it was taken will be rejected. Parapets with less than 1 1/2 inches of concrete cover over the reinforcement shall be rejected.

Rejected parapet sections shall be removed and replaced for the full depth cross-section of the parapet except that concrete covers between 1 inch and 1½ inches may be open to remedial action subject to the approval of the Engineer. Such action could entail up to and including removal and replacement.

The minimum length of parapet removed and replaced shall be 3 ft (1 m). Additional cores may be required to determine the longitudinal extent of removal and replacement if it can not be determined and agreed upon by other means (i.e. visual, sounding, non-destructive testing, etc.).

Any parapet section with more than one half of its length rejected or with remaining segments less than 10 ft (3 m) in length shall be removed and replaced in its entirety.

If reinforcement bars are damaged during the removal and replacement, additional removal and replacement shall be done, as necessary, to ensure minimum splice length of replacement bars. Any damage to epoxy coating of bars shall be repaired according to Article 508.04.

All core holes will be filled with a non-shrink grout meeting the requirements of Section 1024.

Basis of Payment. When the contractor, at his/her option, constructs the parapet using slipforming methods, no adjustment in the quantities for Concrete Superstructures and Reinforcement Bars, Epoxy Coated to accommodate this option will be allowed. Compensation under the contract bid items for Concrete Superstructures and Reinforcement Bars, Epoxy Coated shall cover the cost of all work required for the construction of the parapet and any test section(s) required, and for any additional costs of work or materials associated with slipforming methods.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: April 1, 2016

Revise the Second Paragraph of Article 503.06(b) to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) to read as follows.

- “(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

Revise Article 503.06(b)(2) to read as follows.

- “(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

Revise Article 503.06(b)(3) to read as follows.

- “(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

Delete the last paragraph of Article 503.06(b).

Revise the third paragraph of Article 503.16 to read as follows.

“Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V)x10^{-6} \text{ (English)}$$

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4)x10^{-6} \text{ (Metric)}$$

Where:

E = Evaporation Rate, lb/ft²/h (kg/sq m/h)

T_c = Concrete Temperature, °F (°C)

T_a = Air Temperature, °F (°C)

r = Relative Humidity in percent/100

V = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed.”

Revise the third paragraph of Article 503.16(a)(1) to read as follows.

“At the Contractor’s option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2).”

Delete the fifth paragraph of 503.16(a)(1).

Revise Article 503.16(a)(2) to read as follows.

“(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface

shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

Revise Article 1020.14(b) to read as follows.

"(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

(1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).

(2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article."

Revise Article 1103.13(a) to read as follows.

"(a) Bridge Deck and Approach Slabs. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started."

Revise Article 1103.17(k) to read as follows.

- "(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted."

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.