



PLEASE DO NOT USE STAPLES TO BIND THE BID RESPONSES.

City of Rockford, Illinois USA
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Section 1
Bid Instructions
and
Contract
Conditions

BIDDING AND CONTRACT GENERAL CONDITIONS

The following shall be made part of the terms and conditions of the contract ("Contract") entered into between the City of Rockford (City) and Vendor (also referred to herein as "bidder," "awarded vendor," and "contractor") if awarded the contract. Vendor's submission of a bid or proposal constitutes acceptance of these Conditions:

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.

7. Legal Compliance. Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any

laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor's bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such information, it must immediately disclose it to the City.

8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

9. Safety. Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last ten (10) years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within fourteen (14) calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance and Payment Bond. When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the City, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor's estimating ability at the time of bid, and will be relied upon by the City in projecting Minority and Women Business Enterprise subcontractor utilization for awarded City contracts. Any changes in subcontractor utilization from that which is provided on the Subcontractor Utilization Form must be made immediately in writing by submitting a new form to the City's Equal Opportunity Compliance Officer and the City Project Manager or designee. When subcontractors are used, Vendor must pay subcontractors

for satisfactory performance no later than thirty (30) days after receipt of each payment from the City.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Rockford City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

19. Equal Employment Opportunity. Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's EOE Ordinance, the awarded vendor shall comply with the following terms and conditions during the performance of this contract:

- a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job

classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- b) If Vendor hires additional employees in order to perform this contract or any portion of this contract, Vendor will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Vendor may reasonably recruit and will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c) In all solicitations and advertisements for employees placed by Vendor on its behalf, Vendor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- d) Vendor 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 the labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with the Act and Part 750, Vendor will promptly notify the Illinois Department of Human Rights and the City of Rockford and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- e) Vendor will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City of Rockford, and in all respects comply with the Act, the Department's Rules and Regulations, and the City of Rockford's Equal Opportunity Employment Ordinance. *Vendor's failure to complete the City's required Equal Employment Opportunity Certifications or Vendor and Subcontractor Workforce Data Forms will result in disqualification of Vendor's bid or proposal.*
- f) Vendor will permit access to all relevant books, records, accounts, and work sites by personnel of the City of Rockford and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City of Rockford EOE Ordinance.
- g) Vendor will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) in every subcontract awarded 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, Vendor will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Vendor will promptly notify the City of Rockford and

the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Vendor shall 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.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within seven (7) days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> .

- (a) The Act does apply to owner-operators.
- (b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.
- (c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.
- (d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. *Failure on the part of the City to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.*
- (e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the City of Rockford or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the City may 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 may be grounds for debarment action.

26. Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. A copy of proof of submission, including the reported wage information, must be submitted to the City with the request for payment. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

27. Substance Abuse Prevention. Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the City and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-

accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, Vendor must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in Vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Insurance Requirements. Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 IO 10 01 and CG 20 3 7 1001 (or substitute forms providing equivalent coverage) naming the City as

Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirement shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- a) Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c) Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- d) Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- e) Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least thirty (30) days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

31. Conflict of Interest. Each bidder affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services, or goods to be provided hereunder. Bidder further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the City of Rockford is directly or indirectly interested in the bid or proposal for any reason of personal gain.

32. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

33. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/0.01 *et seq.* governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

34. Compliance with Stormwater Management Ordinance and IEPA General Construction Permit. Vendor must comply with the City's Stormwater Management Ordinance and Illinois EPA's General Construction Permit. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, 12/31/2023. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at: <https://rockfordil.gov/274/stormwater-environmental-team/>

35. Acceptance or Rejection of Bids and Proposals. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

36. Minority and Women Business Enterprise Policy. It is the policy of the City of Rockford to strongly encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. The City requires information regarding Vendor's good faith efforts to identify MWBE subcontractors on the Subcontractor Utilization Form required to be completed and submitted with Vendor's bid or proposal. An up-to-date list of the City's certified MWBEs can be found at: <https://rockfordil.gov/279/purchasing/>.

37. Veterans Preference. Vendor shall comply with the Veterans Preference Act (330 ILCS 55/1 *et seq.*) in its employment to fill positions for the construction, addition to, or alteration of public works contracted for by the City. This Act requires that preference shall be given to veterans who possess the business capacity necessary for the proper discharge of the duties of employment. Vendor is not required to give preference to veterans who are not residents of the City of Rockford over City residents who are not veterans. A person who has been a member of the Illinois National Guard shall be given priority over a person who has been a member of the National Guard of any other state.

Veterans under the Act are defined as persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- a) The veteran served a total of at least six (6) months;
- b) The veteran served for the duration of hostilities regardless of the length of engagement;
- c) The veteran served in the theater of operations but was discharged on the basis of a hardship; or
- d) The veteran was released from active duty because of a service connected disability and was honorably discharged.

Vendor shall insure that the preceding provision is inserted in all subcontracts entered into to furnish labor for the construction, addition to, or alteration of public works in connection with this contract.

38. Non-barred Bidder. Vendors affirms, by submission of a response to this bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

39. City Debarment. The City of Rockford reserves the right to bar Vendor from future bidding opportunities with the City if false information is submitted as part Vendor's bid response or proposal, Vendor has committed any violation of law, or Vendor fails to comply with the terms and conditions of this contract.

40. Non-Assignment. Neither this Contract nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the other party.

41. Governing Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent

applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

42. Severability. In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

43. Local Business Adjustment to Bid Award. For Public Works or Construction contracts the use of local business adjustment (up to a maximum 5 percent of the contract price, but not more than \$20,000 whichever is less) may be authorized. To receive the local business adjustment the bidder must meet the qualifications of a local bidder (described below) and request the local business adjustment be implemented for that bid. The downward adjustment shall then be applied automatically to the local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder. Any bidder requesting application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of its bid submission. Should a bidder requesting the local business adjustment be declared the lowest bidder and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment for a period of one year. In instances where more than one local bidder requests local business adjustment, the adjustment will be applied to the next lowest local bidder only, however, if the next lowest bidder did not request the adjustment, then the local bidder who did elect would get the adjustment and award.

A local bidder is an individual or entity that (1) has established a place of business within Winnebago, Boone, Ogle, or Stephenson County; (2) has paid a minimum of \$5,000 in sales tax in Winnebago County during the 12 months prior to bid submission; and (3) can demonstrate that at least 50% of its employees reside within Winnebago, Boone, Ogle, or Stephenson County.

A bidder that requests local business adjustment is certifying that they are in compliance with the above description. If the City determines the bidder is not in compliance the bidder may be barred from bidding for a period of up to three years.

44. Sexual Harassment Policy Requirement. Every party to a public contract and every eligible bidder shall have a written sexual harassment policy in accordance with the Equal Employment Opportunities; Affirmative Action (775 ILCS 5/2-105). The written policy must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Act.

Instruction to Bidders

1. The bidder shall insert the price for all bid items and all other information requested in the Bid Form attached or a computer generated schedule of prices. All computer-generated schedule of prices submitted must be correct and correspond to the latest schedule of prices issued by the City of Rockford or the bid may be rejected. All prices shall be net and shall be the full, delivered cost to the City of Rockford, including all factors whatsoever. Failure to comply with this requirement will constitute rejection of bid.

2. The City requires the improvements specified to be completed under the following guidelines:

3. Bidders bidding on any City of Rockford construction projects for CIP (Capital Improvement Projects) must be pre-qualified with the State of Illinois according to Section 102 of the Standard Specifications for Road and Bridge construction of the Illinois Department of Transportation. An "Affidavit of Availability" issued by the Department of Transportation must accompany each sealed bid.

The bidder, prior to receiving an award, must submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation and an "Affidavit of Availability"

4. It shall be mandatory that the awarded vendor and subcontractors comply with the Illinois Preference Act (IL Rev. Stat., Ch. 48, Par. 2201-2207) requires that on Illinois-resident workers be employed on Public Works Projects in times of excessive unemployment.

5. The bidder receiving award of this contract by the Rockford City Council shall submit the following information and be issued a notice to proceed prior to start of work:

a. Construction schedule including starting date, project phasing controlling factors; and, estimated payment schedule (in Microsoft Projects format, one hard copy and one digital copy);

b. Material suppliers including plant locations and State certification.

c. A final, accurate Subcontractor Utilization Form and Subcontractor Workforce Data Forms for each subcontractor to be used. If the subcontractor fails to submit all required EEO compliance forms to Vendor or if the subcontractor is found to be in noncompliance, the City of Rockford may require that the subcontractor in question not be utilized on the project. The City of Rockford also reserves the right to take whatever action necessary to meet all EEO requirements.

6. Bidders are only required to return to the City the forms listed in the Required Forms section of the bid document, along with any special information that may be requested of firms as part of the general or special provisions. Sections 1, 3, and 4 of the bid document need not be returned to the City.

7. Bidder Questions during Bidding.

All questions regarding the bidder's preparation of this bid, pertaining to the drawings and specifications, shall be compiled in writing and e-mailed to Anne Wilkerson, (anne.wilkerson@rockfordil.gov) City of Rockford, Finance Department, at least 72 hours prior to bid time.

Questions received less than 72 hours before the designated bid time cannot be answered by addendum.

Oral statements will not be binding to City of Rockford or Vendor.

Any questions deemed by City as requiring a response will be answered by addendum issued to all bidders and will become a part of the Contract.

Subcontractors must direct their questions through Vendor only.

The consulting Architect and/or the consulting Engineer shall not be contacted direct without prior authorization from City.

8. These instructions are to be considered an integral part of any proposal.

9. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

10. Questions regarding Bid/RFP specs should be addressed to analyst listed in specs section.

FINANCE AND PERSONNEL COMMITTEE
Anne Wilkerson
Central Services Manager

Section 2

Required Forms

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

All bidders seeking to do business with the City of Rockford must complete this certification. **Failure to sign this Certification will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

1. **Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the City of Rockford, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to: the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).
2. **Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.
3. **Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.
4. **Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the City's EOC Officer.

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the City of Rockford, it will include verbatim or by reference the provisions of the City's General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the "Equal Opportunity Clause for Federally Assisted Construction Contracts" and paragraph (2) of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the City's EOC Officer if any subcontractor fails to comply with such provision.
6. **MWBE Procurement Policy.** Vendor understands that it is the policy of the City of Rockford to encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. Vendor certifies that it has worked in good faith to comply with this policy by contacting MWBE businesses for subcontracting opportunities when possible (list can be found at <https://rockfordil.gov/279/purchasing/>). For federally funded construction projects (only), Vendor further certifies it has demonstrated good faith efforts to meet the women and minority subcontracting goals set forth in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity."

Signature of Vendor

Date

City of Rockford
SUBCONTRACTOR UTILIZATION FORM

**THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT PLAN TO USE
SUBCONTRACTORS**
(COMPLETE SECTIONS I, II, AND V IF YOU DO NOT PLAN TO USE SUBCONTRACTORS).

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor.** Failure to complete this form will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Section I—Vendor/Prime Contractor Information

Is this an update to a previously submitted Subcontractor Utilization Form? Yes No

Vendor Name:			
Project Name:		Bid or RFP Number:	
Total Proposal/Bid Amount (over the full term of the contract):			
Vendor Contact Name:		Contact Phone: Contact Email:	
Vendor Certification Status: Minority Business Enterprise Women Business Enterprise None			

Section II--Subcontractor Utilization

Will subcontractors be used? Yes (complete rest of form) No (proceed to Section V)

Section III—Subcontractor Selection

Please list information for ALL subcontractors Vendor *believes it will* use. Vendor may make changes or additions to its list of subcontractors by submitting an updated form to the City's EOC Officer after award, if needed.

Subcontractor Name	MBE or WBE? (Y/N)	Amount	% of Total Proposal/Bid	Scope of Work

If more than six subcontractors will be used, please complete the [Subcontractor Utilization Form--Supplement](#).

City of Rockford
SUBCONTRACTOR UTILIZATION FORM

If Vendor plans to use subcontractors, but has not yet identified some or all of the subcontractors to be used, please explain why:

--

Section IV—MWBE Subcontractors Contacted

It is the policy of the City of Rockford to encourage and promote the award of subcontracts to qualified and available Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities (a list of MWBEs can be found at <https://rockfordil.gov/279/purchasing/>). Please list the MWBEs Vendor has contacted regarding subcontractor opportunities for this proposal/bid (MWBE subcontractors selected and listed in Section III do not need to be listed again here):

MWBE Business Name	Method of Contact (e.g. phone, email)	Why not used?

Section V—Signature

The undersigned certifies that the information provided herein is truthful, accurate, and complete. Further, Vendor acknowledges that if it is awarded the contract, this information must be kept up to date by Vendor. According to the City's General Conditions Paragraph 16, **any changes in subcontractor utilization must be immediately made in writing** by submitting a new form to the City's Equal Opportunity Compliance Officer (contact information provided at the top of this form). A complete and accurate list of subcontractors will be required prior to beginning work on the project, if awarded.

Signature

Date

Name

Title

City of Rockford
VENDOR WORKFORCE DATA FORM

The City must collect information in an effort to monitor Vendor's compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. **Failure to complete this form will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Part I: Vendor Information

Vendor Name:	Bid or RFP Number:
Project Name:	IDHR Number ¹ :
	Expiration:
Date:	Estimated Duration of Work:
Vendor's EEO Contact Name:	Contact Email:
Title:	Contact Phone:

Part II: Vendor Workforce Data

Please provide the *number* of individuals employed by Vendor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included with this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

JOB CATEGORY	MALE							FEMALE							TOTAL
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T	
Officials and Managers															
Professional Workers															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

¹ Bidders must have an Illinois Department of Human Rights Eligibility Number if 1) bidder employs 15 or more persons, AND 2) if the bid or proposal will total more than \$100,000.

City of Rockford
SUBCONTRACTOR WORKFORCE DATA FORM

This form is ***required*** if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for ***each*** subcontractor. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

Part I: Identification

Subcontractor Name:	Bid Number:
Project Name:	IDHR Number: Expiration:
Date:	Estimated Duration of Work:
Subcontractor's EEO Contact Name:	Contact Email: Contact Phone:

Part II: Subcontractor Workforce Data

Please provide the *number* of individuals employed by subcontractor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included on the next page of this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

JOB CATEGORY	MALE							FEMALE							TOTAL
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T	
Officials and Managers															
Professional Workers															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

Job Category Descriptions

Officials and Managers: Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, salaried supervisors who are members of management, and purchasing agents and buyers.

Professionals: Jobs requiring bachelor or graduate degree and/or professional certification or comparable experience. Includes: accountants and auditors, architects, chemists, computer programmers, designers, editors, engineers, lawyers, scientists, registered professional nurses, personnel and labor relations specialists, physicians, and surveyors.

Technicians: Jobs requiring a combination of basic scientific knowledge and manual skill which is often obtained through 2 years of post-high school education or through equivalent on-the-job training. Includes: drafters, surveying and mapping technicians, engineering aides, junior engineers, mathematical aides, emergency medical technicians, and licensed practical nurses.

Sales Workers: Jobs engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, securities, commodities, and financial services sales agents, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers.

Administrative Support Workers: Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Includes: office support, bookkeepers, accounting and auditing clerks, dispatchers, data entry workers, collectors (bills and accounts), messengers and office helpers, shipping and receiving clerks, typists and secretaries, telephone operators, and legal assistants.

Craft Workers: Jobs requiring higher skill in areas including: construction (building trades craft workers and their formal apprentices); natural resource extraction workers; installation, maintenance and part replacement of equipment, machines and tools; and some production occupations that are distinguished by the high degree of skill and precision. Includes: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; mechanics; electric & electronic equipment repairers; millwrights; and tool & die makers.

Operatives: Jobs involving operation of machines, factory-related processing equipment, or equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Includes: machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; conveyor operations; and hand packers & packagers.

Laborers and Helpers: Jobs requiring limited skills and brief training to perform tasks that require little or no independent judgment. Includes: production & construction worker helpers; construction laborers; refuse & recyclable materials collectors; landscapers, grounds maintenance workers, and laborers performing lifting, digging, mixing, loading and pulling operations.

Service Workers: Jobs in food service, personal service, cleaning service, and protective service occupations. Skill may be acquired through formal training, job-related training or direct experience. Includes: food service workers; medical assistants and other healthcare support occupations; transportation attendants; cleaners; janitors; porters; transit and railroad; police and fire fighters; guards; private detectives and investigators.



Local Public Agency

County

Street Name/Road Name

Section Number

All contractors are required to complete the following certification

☐ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each 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 employees. Types of work or craft 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 for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

Bidder

Title

Signature & Date

Address

City

State

Zip Code



Local Public Agency

County

Section Number

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WE, _____ as PRINCIPAL, and
_____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____
Day Month and Year

Principal

Company Name

--

Signature & Date

By:

--

Title

--

Company Name

--

Signature & Date

By:

--

Title

--

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

--

Signature of Attorney-in-Fact

Date

By:

--

--

STATE OF

COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this _____ day of _____
Day Month and Year

Notary Public Signature & Date

--

(SEAL, if required by the LPA)

Date commission expires _____

Local Public Agency

County

Section Number

--

--

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ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--

City of Rockford
ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT

Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.

Prevailing Wage. The work included in this bid/request for proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This Act does apply to owner/operators (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. *It is your responsibility, as a bidder, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Rockford project— and to bid accordingly.*

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. *The City reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.*

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Rockford and, if the contract is awarded to Vendor, agrees to comply with the Act.

Vendor Name: _____

Bid/RFP Number: _____

Bid/RFP Title: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date

City of Rockford
LCPTRACKER VENDOR INFORMATION FORM

The City uses an online system called LCPtracker to collect the certified payrolls Vendor must file with the City in compliance with the Prevailing Wage Act (820 ILCS 130/5 (a)(2)). The City will use the information provided in this form to set up a project in the LCPtracker system, where Vendor will be required to file certified payroll (due the 15th of the month for the preceding month).

- 1. City's Bid Number or PO Number:**
- 2. City's Project Name:** _____
- 3. Company Name (Vendor):**
- 4. Vendor's Address:** _____
- 5. Vendor's City and State:** _____
- 6. Vendor's Zip Code:**
- 7. Vendor's 10 – Digit Phone Number:** _____
- 8. Federal Tax ID Number:**
- 9. Ethnicity of Vendor:** _____
- 10. Principal's Name:**
- 11. Principal's Title:**
- 12. Contact's Nameⁱ:**
- 13. Contact's Email Address:**
- 14. Prime Approver's Nameⁱⁱ:**
- 15. Prime Approver's Email Address:**
- 16. Union Status:** ____ Union ____ Non-Union
- 17. Owner Operator?** ____ Yes ____ No
- 18. City-Certified MBE or WBE?** Yes No
- 19. Start Date of Project:** _____
- 20. Bid or PO Amount:** _____
- 21. If you will employ apprentices for City work, please attach pay scale for them.**

For questions about EEOs, contact Contract and Grant Compliance Officer, by email at (779) 348-7264.

ⁱ The Contact is the person who will manage Vendor's LCPtracker online account and who will use that account to *enter and certify payroll* information in the online system.

ⁱⁱ The Prime Approver is the person who will be responsible for *approving payroll* entered by Vendor and all subcontractors utilizing his or her LCPtracker prime approver online account. The Contact and Prime Approver may be the same person (who will utilize two different accounts to perform each function).

**Acknowledgement of Stormwater Management Ordinance and IEPA General Construction Permit
(ILR10) Requirements**

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit, if applicable. Both documents can be found on the City of Rockford website at:

<https://rockfordil.gov/274/stormwater-environmental-team/>

The IEPA General Construction permit can also be located at:

<https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/general-permits.aspx>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Illinois EPAs General Construction Permit and agree to comply with the terms outlined therein.

Person, Firm or Corporation

Authorized Signature

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____
Addendum _____	Date _____

Person, Firm or Corporation

Authorized Signature

The City of Rockford may respond to requests for information or pro-actively provide more information by posting addenda to bid packages on the City website. The City and its personnel are not responsible for notifying potential vendors of any addenda to bid packages posted to the [City's website](#). The City may, but is not required to, provide notification of new addenda via one or more of the same methods by which the original bid request was posted. Vendors who fail to account for information or requests included in these addenda may have their bids disqualified. THEREFORE, IT IS EXTREMELY IMPORTANT THAT POTENTIAL VENDORS MONITOR THE [CITY WEBSITE](#) FOR ANY ADDENDA TO THE ORIGINAL BID PACKAGES.

**CITY OF ROCKFORD, ILLINOIS
PROPOSAL NO. _____**

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (Name of party signing affidavit)

_____, (Title) being duly sworn
do depose and say:

That material to be furnished for the above designated proposal number shall be supplies from bins, stockpiles or stock materials that conform to the specification set forth herein.

(Signature and title)

Sworn to be before me this _____ day of _____, 2020.

(Notary Public)

My commission expires _____.

(SEAL)



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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Earthwork						
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HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

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For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
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Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Affidavit of Availability

For the Letting of

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

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	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Address

City

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Zip Code

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/> - <input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person _____	Date _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Section 3

Bid/RFP

Specifications



**Illinois Department
of Transportation**

Special Provisions

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted **January 1, 2022**, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures of 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 **Jefferson Street Bank Stabilization**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

SECTION 1 – GENERAL PROVISIONS

1.1 DESCRIPTION OF WORK.

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for **Jefferson Street Rock River Bank Stabilization** as described in these specifications. The work consists of removal of approximately 400 lineal feet of rock wall, installation of rock toe shoreline, and associated erosion and sediment control and site grading and restoration.

The term "Standard Specification" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", dated January 1, 2022; the "Standard Specifications for Traffic Control Items"; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation.

1.2 CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS.

The following is in addition to Section 108.01 of the IDOT Standard Specifications and shall read as follows:

"Total contract costs" shall equal the sum of the pay items listed in the contract. Prior to the approval of any subcontracts by the Owner, the Contractor shall designate those Pay Items that are to be subcontracted. Subcontracted pay items shall include all labor, materials and equipment to complete the pay item, as required by the contract, including purchase and delivery of materials to the job site. The determination of Contractor's own organization work shall be those pay items that are constructed at the job site with the Contractor's labor and equipment. Labor shall include all personnel working for the Contractor. The cost of that portion of "total contract cost" which is subcontracted shall be determined by multiplying the unit cost as designated in the Pay Item, times the actual units provided, as physically constructed at the job site, and finally verified by the Owner. No division of individual Pay Items between the Contractor and Subcontractor(s) shall be permitted. Any violation of this paragraph may result in disqualification of the Contractor from future bids.

It shall be the responsibility of the Contractor to ensure full cooperation among the Subcontractors doing work on the project.

All Subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said Subcontractor.

1.3 CONTROL OF WORK.

No work shall be done by the Contractor until a pre-construction meeting has been held and until a 48 hour notice has been provided to the City's Project Manager.

1.4 CONSTRUCTION INSPECTION.

Any work performed without the presence of an Owner's designated representative to inspect said construction shall not be accepted for payment as directed by the Owner. Contractor shall notify Ownership a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

City representatives shall only be available between 7:30 am and 3:30 pm on weekdays. Inspectors will not be available on Saturdays, Sundays and official City of Rockford holidays. Except for work required to maintain warning lights, barricades and other safety/health-related systems, no work shall be performed on Saturdays, Sundays, legal holidays, or between 3:30 p.m. and 7:30 a.m. on other days without specific permission of the Owner. Additionally, no work will be allowed in certain areas of the project on days as specified by the City of Rockford.

Owner will provide services as needed for construction observation/inspection between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, except for official City of Rockford holidays. Should the Contractor work outside these hours whether by his choice or in response to an emergency situation, Contractor shall pay for excess observation time at a rate of \$70.00 per hour per inspector for the number of construction observation/inspection hours expended by the Owner's designated representatives. The applicability of this excess engineering cost shall be determined on the basis of the representative's work hours expended **in each individual day** and shall not be predicated upon Contractor's work hours on preceding days or the Contractor's proposed schedule for completing the Project. Moneys due the Owner for excess engineering shall be deducted from the project's final application for payment.

1.5 EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS.

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The Contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

1.6 FAILURE TO COMPLETE WORK ON TIME.

The Schedule of Deductions for Each Day of Overrun in Contract Time shall be according to Section 108.09 of the IDOT Standard Specifications.

1.7 MAINTENANCE OF DRIVEWAYS.

Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

1.8 EROSION CONTROL AND NPDES COMPLIANCE.

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of section 280 of the Standard Specifications and the attached details and all requirements set forth in the General NPDES Permit No. ILR10. The management practices, controls and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved within 7 calendar days; except where Construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased. Best management practices will be in place downslope of the disturbed areas until final stabilization has occurred.

Any excess construction materials on site must be properly disposed of. All excess concrete material must be disposed of in an approved concrete washout container. **NO CONCRETE IS TO BE WASHED INTO THE PARKWAY.** The type, size, location and design of the concrete washout structures may vary but each must be approved prior to use. Concrete washout structures used on this project are considered incidental to the contract and will not be considered for additional payment.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

1.9 SCHEDULING OF WORK.

Contractor shall abide by the City of Rockford Construction Noise Ordinance (Sec. 17-6) for all work with the following exception. In certain areas (some commercial and/or industrial areas), the Contractor may be required to work outside of these hours. Ownership may waive specific requirements of the City of Rockford Construction Noise Ordinance on an individual case basis.

Contractor acknowledges that alterations to the construction sequencing and schedule may be required for coordination with any third-party utilities. Contractor shall be responsible for any

necessary coordination with utility companies. Any delay to the contract caused directly or indirectly by third party utilities shall not be cause for adjustment to the contract sum.

The Contractor is responsible for preparing the initial schedule in the form of an activity on arrow diagram which shall include activity description and duration, two copies shall be submitted to the Engineer at the preconstruction meeting. The construction time, as determined by the schedule shall not exceed the specified contract time. The schedule shall be updated the first of each month, when there is a delay in completion of any critical activity, or when the contract is modified causing additions, deletion or revision of activities required.

1.10 DISPOSAL OF CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD).

Per guidelines set by the Illinois Environmental Protection Agency (IEPA) (Public Act 96-1416, effective July 30, 2010) construction and disposal practices at jobsites and at CCDD sites have been changed as of July 30, 2010.

As stated by the IEPA: "Clean Construction and Demolition Debris (CCDD) is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD."

Under this contract, material to be removed from the jobsite shall be disposed of at the Contractor's expense following all applicable local, state and federal requirements as well as any requirements set forth by the Illinois Environmental Protection Agency and the Illinois State Pollution Control Board. These legal requirements specifically include but are not limited to the Illinois Environmental Protection Act (415 ILCS 5), IEPA CCDD Guidelines (Public Act 96-1416), and Title 35 of the Illinois Administrative Code.

It shall be the Contractor's responsibility to properly dispose of all material to be removed from the project limits including both CCDD and non CCDD material. Any additional costs incurred to the Contractor for the disposal of material shall be considered incidental to various excavation and removal pay items and will not be considered for additional payment of any kind. Such additional incidental costs may specifically include but are not limited to trucking and hauling, off-site material handling, over-weight permits, tipping fees, regulatory fees and surcharges, any applicable taxes, and any disposal costs including those for hazardous and non-hazardous special waste. No special pay item for Non-Special Waste Removal, Special Waste Removal, or Hazardous Waste Removal has been included in this contract, but the requirements for removal of such materials must still be in accordance with Articles 202 and 669 of the Standard Specifications for Road and Bridge Construction.

Contractor shall make every effort to re-use all excavated material on site for rock toe stabilization, shoreline bedding, trench backfill, parkway restoration, or any other uses within the scope of the contract plans and specifications. Re-use of material for any reason shall be approved by the owner prior to placement of material at the jobsite.

All excavation and removal operations shall conform to Section 202 – Earth and Rock Excavation from the Standard Specifications for Road and Bridge Construction Adopted January 1, 2022.

The City of Rockford has determined that some project locations may be within a residentially zoned area and upon request will provide the Contractor with a signed copy of IEPA Form LPC662 certifying the project site as never having been used for commercial or industrial purposes. This form may be used at the Contractor's discretion to indicate to a certified CCDD fill site, soil fill operation licensed landfill, recycling center, or other disposal site operator that the material removed from the project site was never used for commercial or industrial purposes.

Some project locations may not be covered under IEPA Form LPC-662 and in such a case, the Contractor shall still be fully responsible for proper disposal of any excavated material.

It should be noted that even with the completion of IEPA Form LPC-662, The City of Rockford does not provide any representation or guarantee as to the chemical composition of any material to be removed from the project site and additional testing may or may not be required prior to acceptance at a fill site. Any costs incurred by the Contractor for chemical testing of removed material shall be considered incidental to the various excavation and removal pay items and will not be considered for additional payment. Furthermore, the operator of any private fill site retains the right to reject any material at their discretion based on their own determination of the suitability of the material for their site. It is recommended that the Contractor take care not to stockpile or mix together material from different sites before taking that material for disposal.

A soil boring testing results for the project site are included in the Appendix to these document.

1.11 EXAMINATION OF THE PROJECT SITE.

Bidders should carefully examine the project site(s), to eliminate misconceptions, verify dimensions, elevations, working conditions, transportation and storage facilities. Bidders should give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for their failure to verify conditions at the site.

1.12 SITE ACCESS AND SECURITY

The Contractor shall at all times during construction provide a secure site within the construction zone to the satisfaction of the City of Rockford and the Engineer. In complying with this provision, the Contractor shall recognize that the construction zone is used on a daily basis for public access purposes. As such, it is essential that alternative access to the river path be maintained at all times.

Contractor to provide temporary fencing around the staging area to secure equipment and materials and cost is included in the cost of the contract.

Fencing to channel pedestrian traffic around the work site is part of TEMPORARY CHAIN LINK FENCE.

1.13 PROTECTION OF PERSONS AND PROPERTY.

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident(s), from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

Any damage to property outside of what has been asked in these specifications shall be restored to its original state or as directed by the Engineer, at the Contractor's expense.

1.14 WORK IN RIGHT OF WAY.

All work in the public right of way shall be done in accordance with Chapter 26 of the City of Rockford Code of Ordinances.

1.15 PERMITS AND NOTICES.

The City of Rockford will issue permits for work on City property. City of Rockford permitting fees are waived for City projects. The City has procured permits from the IDNR and ACOE for work within and adjacent to the Rock River.

SECTION 2 – SPECIAL PROVISIONS

2.1 CONSTRUCTION LAYOUT

Description. This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) – Adopted January 1, 2025, and as directed by the Engineer. This work shall be performed per the Special Provision for Construction Layout Stakes outlined in the SSRSP.

Method of Measurement. This work shall be measured for payment in LUMP SUM.

Basis of Payment. This work shall be paid for at the contract unit price per lump sum for CONSTRUCTION LAYOUT which price shall include all materials, labor and equipment to complete the items listed in the SSRSP for Construction Layout Stakes.

2.2 MOBILIZATION

Description. This work shall be performed in accordance with Section 671 of the Standard Specifications and shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and other incidentals to the project site. The contractor shall provide all materials, equipment and labor required to mobilize personnel, equipment, materials, supplies and other incidentals to the project site.

Method of Measurement. This work shall be measured for payment in LUMP SUM. Upon execution of the contract, 90% of the pay item will be paid in the contractor's first pay request.

Basis of Payment. This work shall be paid for at the contract unit price per lump sum for MOBILIZATION, which price shall include all work associated with completing this work.

2.3 TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description. This work shall consist of furnishing, installing, maintaining, relocating, and removing work zone traffic control and protection in accordance with Section 701 of the Standard Specifications and the standard details shown in the plans.

Equipment. This includes all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and other devices which are to be used to regulate, warn or guide vehicular and pedestrian traffic during construction of this improvement in addition to Article 701.03 of the Standard Specifications.

General. All work shall be in conformance with the current edition of the Illinois Department of Transportation's Manual on Uniform Traffic Control Devices for Street and Highways.

Add the following to Section 701:

The Contractor will be required to furnish all traffic control devices necessary for the convenience and protection of vehicular and pedestrian traffic. Whenever the operation of the Contractor endangers or interferes with vehicular traffic or pedestrians, as determined by the Engineer, the Contractor shall furnish any additional traffic control devices necessary to direct and protect his workmen at no extra cost to satisfy the requirements of the Engineer. The Contractor will be required to furnish the necessary flaggers as specified in the Plans or required by the Engineer on a continuous basis whenever construction operations are in progress.

Traffic control devices may not be delivered to the site more than 5 days prior to installation of the devices, and must be removed from the site within 5 days after the required installation is complete.

The Contractor will be responsible for the proper location, installation and arrangement of all traffic control devices furnished by him. Whenever operations indicate that relocation of a proposed or existing traffic control device is advisable, as determined by the Engineer, the Contractor shall remove, relocate and reinstall the device in question.

All advance warning signs for lane closure, intermediate information signs and standard signs shall be installed in accordance with Illinois Highway Standard 702001-02. Cones will not be allowed as a traffic control device.

Daily or periodic lane closures shall be erected no earlier than 9:00 AM and shall be removed no later than 3:30 PM regardless of the day of the week. In the event that a lane closure will remain for more than one calendar day, the Contractor shall notify the Engineer at least 6 hours in advance. Emergency lane closures shall be erected and removed at the explicit direction of the Engineer.

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Engineer.

The basic layout for traffic control devices will be in accordance with the Traffic Control Plans and Details as indicated in the Plans and Specifications

The Contractor will be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Engineer. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights which he has installed on a 24-hour a day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to maintain all traffic control devices as required by the Engineer. Surveillance shall mean checking control devices periodically, but not less than once every 12 hours.

The Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

The Contractor will be required to remove all traffic control devices which were furnished, installed or maintained by him under this contract and such devices shall remain the property of the Contractor upon said removal. All traffic control devices shall remain in place until specific authorization for removal is received from the Engineer.

During any construction, a minimum of one twelve (12) foot traffic lane in each direction shall be maintained. Any deviation from this requirement shall be approved by the Engineer, with detour signing provided by the Contractor at the request of the Engineer. No extra compensation will be allowed for detour signing.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Signs:

The "WORKERS" (W21-1a(0)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L (0)- 48) signs.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

When covering existing signs, no tape shall be used on the reflective portion of the sign.

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

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

Method of Measurement. This work will be measured for payment on a LUMP SUM basis.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

2.4 PROTECTION OF EXISTING PLANT MATERIAL

Description. This work shall be in accordance with applicable sections of Section 201 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment in FEET.

Basis of Payment. This work shall be paid for at the contract unit price per each for PROTECTION OF EXISTING PLANT MATERIAL which price shall include all of items listed in the Standard Specifications.

2.5 TREE REMOVAL (OVER 15 UNITS DIAMETER)

Description. This work shall be performed in accordance with applicable portions of Section 201 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans.

Method of Measurement. This work shall be measured for payment in UNIT.

Basis of Payment. This work shall be paid for at the contract unit price per UNIT for TREE REMOVAL (OVER 15 UNITS DIAMETER). which price shall include all of items listed in the Standard Specifications.

2.6 SHRUB REMOVAL

Description. This work shall consist of the removal and disposal of shrubs, including roots, within the designated areas as shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 201 of the Standard Specifications. The work shall be performed in a manner that minimizes damage to surrounding vegetation and soil. Any damage to signage or signage posts while performing this work shall be replaced at the Contractor's expense and at no cost to the owner or City.

Method of Measurement. This work shall be measured for payment in SQUARE YARDS.

Basis of Payment. This work will be paid for at the contract unit price per square yard for SHRUB REMOVAL. This price shall include the removal of plant material within the work area. It shall also include all labor, equipment, materials, and incidentals necessary to complete the work as

specified. Restoration of areas specified for shrub removal will not be included for payment under this pay item and shall be paid for as described under the TOPSOIL 4", SEEDING, CLASS 1, and EROSION CONTROL BLANKET, S75-BN pay items.

2.7 REMOVE AND SALVAGE TEMPORARY CHAIN LINK FENCE

Description. This work shall consist of the removal and salvage of temporary chain link fencing, including posts, and all associated hardware, within the designated areas as shown on the plans or approved areas as directed by the Owner or Engineer. The salvaged materials shall be stored and reinstalled if considered reusable, as directed by the Owner or Engineer. Unusable fencing material shall be disposed of in accordance with local regulations.

Method of Measurement. This work shall be measured for payment in FOOT.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for REMOVE AND SALVAGE TEMPORARY CHAIN LINK FENCE. It shall also include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

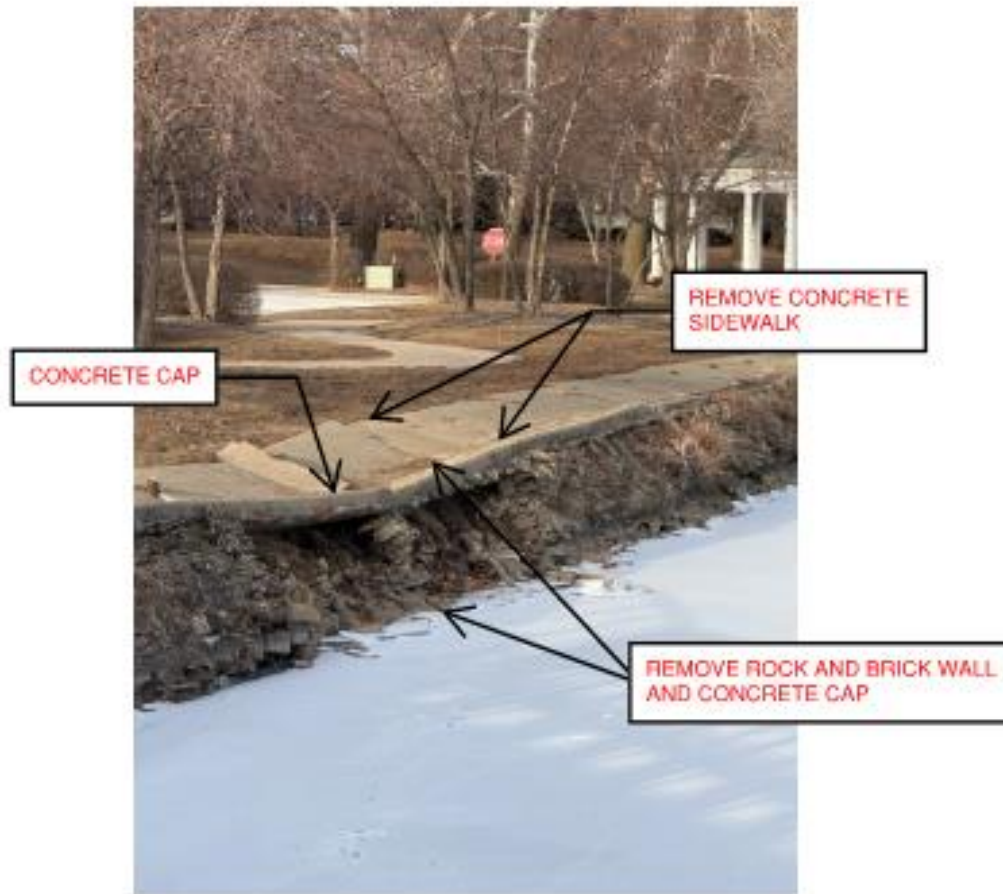
2.8 REMOVE ROCK AND BRICK WALL AND WALL CAP (SPECIAL)

Description. This work shall consist of the removal and disposal of existing materials, including rock and brick walls and concrete wall cap, within the designated areas as shown on the plans or as directed by the Engineer in accordance with applicable sections of Section 501 of the Standard Specifications. The work shall be performed in a manner that minimizes damage to surrounding structures, vegetation, and the riverbank itself.

Work shall be performed only when all erosion and sediment control measures are installed and inspected by the Engineer, where all measures shall meet Engineer's approval.. Establish access routes that minimize disturbance to the riverbank and surrounding environment. Use temporary mats or other protective measures to prevent soil compaction and erosion. Use of appropriate equipment and techniques for selective demolition to carefully remove the specified materials without causing unnecessary damage to the riverbank or existing adjacent structures include but is not limited to: bridge piers, bridge columns, bridge arches, bridge cross beams, abutment footings, storm sewer, storm outlets, manholes, water main, water services, undesignated concrete sidewalk, handrails, utility boxes, utility lines, light poles, etc. Collect and properly dispose of all debris and remove materials in accordance with local regulations. Recycle materials where possible.

See specified areas called out on the contract plans as REMOVE ROCK AND BRICK WALL AND WALL CAP (SPECIAL). The contract plan callouts as described herein shall be paid out under the REMOVE ROCK AND BRICK WALL AND WALL CAP (SPECIAL) pay item, unless otherwise noted. Examples of the areas specified for material removal are provided in the photos below:





Method of Measurement. This work shall be measured for payment in FEET. The lump sum measurement will include all materials specified for removal, as determined by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per foot for REMOVE ROCK AND BRICK WALL AND WALL CAP (SPECIAL). Restoration of areas specified for materials removal will not be included for payment under this pay item and shall be paid for as described under the TOPSOIL 4", SEEDING, CLASS 1, and EROSION CONTROL BLANKET pay items. This price shall include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

2.9 CONCRETE SHORELINE REMOVAL (SPECIAL)

Description. This work shall consist of the removal and disposal of existing materials, including concrete, within the designated areas as shown on the plans or as directed by the Engineer in accordance with applicable sections of Section 501 of the Standard Specifications. The work shall be performed in a manner that minimizes damage to surrounding structures, vegetation, and the riverbank itself.

Work shall be performed only when all erosion and sediment control measures are installed and inspected by the Engineer, where all measures shall meet Engineer's approval. Establish access routes that minimize disturbance to the riverbank and surrounding environment. Use temporary mats or other protective measures to prevent soil compaction and erosion. Use of appropriate equipment and techniques for selective demolition to carefully remove the specified materials without causing unnecessary damage to the riverbank or existing adjacent structures include but is not limited to: bridge piers, bridge columns, bridge arches, bridge cross beams, abutment footings, storm sewer, storm outlets, manholes, water main, water services, undesignated concrete sidewalk, handrails, utility boxes, utility lines, light poles, etc. Collect and properly dispose of all debris and remove materials in accordance with local regulations. Recycle materials where possible.

See specified areas called out on the contract plans as **CONCRETE SHORELINE REMOVAL (SPECIAL)**. The contract plan callouts as described herein shall be paid out under the pay item, **CONCRETE SHORELINE REMOVAL (SPECIAL)** unless otherwise noted. Examples of the areas specified for material removal are provided in the photos below:



Method of Measurement. This work shall be measured for payment in FEET. The lump sum measurement will include all materials specified for removal, as determined by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per foot for CONCRETE SHORELINE REMOVAL (SPECIAL). Restoration of areas specified for materials removal will not be included for payment under this pay item and shall be paid for as described under the TOPSOIL 4", SEEDING, CLASS 1, and EROSION CONTROL BLANKET pay items. This price shall include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

2.10 CONCRETE SIDEWALK REMOVAL, ADJACENT TO WALL CAP

Description. This work shall conform to all applicable portions of Section 440 of the Standard Specifications except as modified herein. Work shall also include the removal and replacement of subgrade material associated with Portland Cement Concrete Sidewalk and shall be completed under this pay item where applicable.

Method of Measurement. This work shall be measured for payment in SQUARE FEET of sidewalk removed.

Basis of Payment. This work will be paid for at the contract unit price per square foot for CONCRETE SIDEWALK REMOVAL, ADJACENT TO WALL CAP.

Saw cutting is included in the cost of this pay item and will not be measured separately for payment. Removal and replacement of subgrade material is included in the cost of pay item and will not be measured separately for payment. Any damage to existing concrete sidewalk outside of the areas adjacent to the wall is not included for payment under this pay item and shall be paid for as described under the PCC PATH REMOVAL and PCC SIDEWALK pay items.

Areas of removed sidewalk that are not specified to require stone installation shall require topsoil replacement; seeding; or other landscaping to restore the surrounding grass and grades, and shall be paid for as described under the TOPSOIL 4", SEEDING, CLASS 1, and EROSION CONTROL BLANKET pay items.

This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.11 NON-SPECIAL WASTE DISPOSAL

Description. This work shall include the transportation and disposal of soil and other materials from an excavation determined to be non-special waste. This work shall be associated with materials excavated behind the existing rock and brick wall. This work shall be performed in accordance with applicable portions of Section 669 of the Standard Specifications, and as directed by the Engineer.

Method of Measurement. This work shall be measured for payment in CUBIC YARDS.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for NON-SPECIAL WASTE DISPOSAL. This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.12 SPECIAL WASTE DISPOSAL

Description. This work shall include the transportation and disposal of soil and other materials from an excavation determined to be special waste (hazardous or contaminated). This work shall be associated with materials excavated behind the existing rock and brick wall. This work shall be performed in accordance with applicable portions of Section 669 of the Standard Specifications, and as directed by the Engineer.

Method of Measurement. This work shall be measured for payment in CUBIC YARDS.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for SPECIAL WASTE DISPOSAL. This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.13 SPECIAL WASTE PLANS AND REPORTS

Description. This work shall consist of preparing and submitting special waste plans and reports for the identification, handling, and disposal of hazardous and non-hazardous waste materials encountered during construction activities. The plans and reports shall comply with all applicable federal, state, and local regulations, including those specified by applicable portions of Section 669 of the Standard Specifications, and as directed by the Engineer

General. Items associated under this pay item shall be the following:

- (a) Waste identification: Conduct a thorough assessment to identify the types and quantities of waste materials present at the project site. This includes sampling and laboratory analysis as necessary. Each sampling and analysis assessment shall not be paid under this pay item, where each instance shall be paid under SOIL DISPOSAL ANALYSIS.
- (b) Waste Handling: Develop procedures for the safe handling, storage, and transportation of waste materials to prevent contamination and ensure onsite personnel safety.
- (c) Waste Disposal: Outline methods for the proper disposal of waste materials in accordance with regulatory requirements. This includes identifying approved disposal facilities and obtaining necessary permits.
- (d) Documentation: Prepare detailed reports documenting waste identification, handling, and disposal processes. Include all relevant data, analysis results, and compliance certifications.
- (e) Coordination: Coordinate with regulatory agencies, waste disposal facilities, and other stakeholders to ensure compliance with all requirements.

Method of Measurement. This work shall be measured for payment in LUMP SUM which shall include all activities related to the preparation and submission of the plans and reports, as determined by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per lump sum for SPECIAL WASTE PLANS AND REPORTS. This price shall include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

2.14 **SOIL DISPOSAL ANALYSIS**

Description. This work shall include waste material sampling and analysis for landfill disposal acceptance. This work shall be performed in accordance with applicable portions of Section 669 of the Standard Specifications, and as directed by the Engineer.

Method of Measurement. This work shall be measured for payment in EACH.

Basis of Payment. This work will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS. This price shall include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

2.15 **TEMPORARY ASPHALT WALKWAY**

Description. This work shall consist of the construction, maintenance, and removal of temporary asphalt walkways to provide pedestrian access during construction activities. The temporary walkways shall be placed at locations shown on the plans or as directed by the Engineer. The work shall be performed in accordance with applicable portions of Section 406 of the Standard Specifications shall ensure safe and accessible pedestrian routes.

Method of Measurement. This work shall be measured for payment in FOOT.

Basis of Payment. This work will be paid for at the contract unit price per lineal feet for TEMPORARY ASPHALT WALKWAY. This price shall include all labor, equipment, materials, and incidentals necessary to complete the work as specified.

2.16 **TEMPORARY CHAIN LINK FENCE**

Description. This work shall consist of furnishing, installing, maintaining and removing temporary chain link fence and gates at specified locations as shown on the plans or as directed by the Engineer. This fencing is intended to channel pedestrian traffic around the work site. The work shall be performed in accordance with applicable portions of Section 664 of the Standard Specifications, except as herein modified.

Use chain link fencing materials conforming to IDOT specifications. Ensure the fence fabric, posts, and hardware are of sufficient quality to withstand environmental conditions and provide adequate security.

The temporary chain link fence shall be minimum 6 feet in height. The fence shall be self-standing without the need to disturb the surface ground by excavation. The stand shall be made of galvanized steel pipe or similar materials. Ensure the fence is properly anchored and tensioned to prevent sagging and displacement. Each fence panel shall be made from welded wire panels or out of chain link fence materials. All the necessary bases, panel clamps and bolts shall be included and installed in accordance with the manufacturer's specifications and to the satisfaction of the Engineer.

Maintain the temporary fence in good condition throughout the duration of the project. Promptly repair any damage or deterioration to ensure continued pedestrian routing.

Method of Measurement. This work shall be measured for payment in feet, along the top of the fence from center to center of end posts, including the length occupied by gates.

Basis of Payment. This work will be paid for at the contract unit price per lineal feet for TEMPORARY CHAIN LINK FENCE. Fencing of the staging area is not included in this item and is considered part of SITE ACCESS AND SECURITY. This price shall include all labor, equipment, materials, furnishing, installing, maintaining and incidentals necessary for placement, removal, and disposal of the temporary chain link fence and gates.

2.17 INLET AND PIPE PROTECTION

Description. This work shall conform to Section 280 of the Standard Specifications. This work shall conform to all requirements of Part IV in the General NPDES Permit No. ILR10. The management practices, controls, and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the Illinois Urban Manual.

Product samples shall be submitted to ownership for approval prior to construction.

Some methods and manufactured products may not be approved or allowed for use. Specifically, the following products and practices will not be allowed:

- Wrapping inlet grate with geotextile filter fabric
- Use of "Dandy Bags" by Dandy Products
- Use of "Dandy Sacks" by Dandy Products

Use of "temporary" inlet filters which cover the inlet from flying debris may be approved in certain locations where deemed appropriate by the owner. This type of inlet protection will not be allowed where fine sediment suspended in water must be filtered nor will it be allowed when rainfall is anticipated during the inlet filter's period of use.

Any deviation of installation practices from the standard details shall be submitted to the Engineer for approval prior to placement.

The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

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

Basis of Payment. This work will be paid for at the contract unit price per each for INLET AND PIPE PROTECTION.

2.18 FLOATING SILT CURTAIN

Description. This work shall consist of furnishing, installing, all necessary maintenance as determined by the Engineer, and removal a floating turbidity curtain to deter silt suspension and the movement of silt particles during construction. The work shall be in accordance with the plan detail and the requirements included in the Illinois Urban Manual for a Type III curtain.

The Floating Silt Curtain shall be inspected regularly and repaired if any deficiencies are noted.

The floating silt curtain shall be installed to fully enclose the area where sediment may enter the water as depicted in the details included in the plans.

General. Accumulated sediment shall be removed per manufacturers' directions but not less than when the capacity for sediment storage has been reduced by half. Sediment that has been removed shall be placed and stabilized or removed such that it will not reenter the water body. Repairs or replacement of devices shall be made immediately. Follow manufacturer's recommendations for fabric and material repair.

Method of Measurement. This work shall be measured for payment in FOOT of FLOATING SILT CURTAIN installed measured along the water face side of the barrier.

Basis of Payment. This work shall be paid for at the contract unit price per lineal foot for FLOATING SILT CURTAIN which price shall include all of items, materials, labor, equipment, maintenance, disposal, and appurtenances necessary to complete this work as detailed in the plans and specified herein.

2.19 COFFER DAM, SPECIAL

Description. This work shall be performed in accordance with application portions of Section 502.06 of the Standard Specifications, as modified herein, and as directed by the Engineer. The work shall consist of the installation, excavation, maintenance, by-pass pumping, removal and disposal of the temporary cofferdam(s) to isolate the work area of the storm sewer outfall installation and concrete collar installation from water within regulated Waters of the U.S. (WOUS) in accordance with the authorized U.S. Army Corps of Engineering (USACE) Section 404 Permit and the General Conditions of the current Nationwide Permit Program. It is anticipated that the majority of the excavation and work associated with the shoreline protection may be completed in wet conditions.

Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.

Water shall be isolated from the work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile fabric, etc.). Acceptable practices include, but are not limited to: pre-fabricated rigid cofferdams, sheet piling, inflatable bladders, sandbags and fabric-lined basins. Earthen cofferdams or other practices that would result in a release of sediment into waters of the U.S. are NOT permissible.

The cofferdam must be constructed from the upland area and no equipment may enter the water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.

If bypass pumping is deemed necessary by the Contractor or the Engineer, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities. No overnight pumping will be permitted. The streambank shall have all excavated areas protected at the end of each day of work with non-erodible materials.

During dewatering of the coffered area, all water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity. Please see the construction plans for a detail of an example of how to layout a temporary flow bypass.

Cofferdams may not be constructed to be higher than the bank full depth at any given location unless the cofferdams are constructed parallel to flow for isolated foundation construction and do not obstruct the existing channel flow. Special attention to weather forecast shall be paid by the contractor to ensure that work is being completed during appropriate times and that the channel is able to accept forecast rainfall events. Repairing any damage caused by flood events that occur during construction will not be grounds for extra compensation.

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

Basis of Payment. This work will be paid for at the contract unit price per EACH for COFFER DAM, SPECIAL. This price shall include all labor, equipment, materials, labor, excavation, and incidentals necessary to complete the work as specified, including installation, maintenance, bypass pumping, and removal of materials and equipment.

2.20 **NATURAL STONE TOE ARMORING**

Description. At the locations depicted on the plans, the Contractor shall furnish and place 18" to 34" diameter natural stone boulders with natural cobbles, 8"-18" diameter (intermixed) in accordance with the Rock Stabilization details. The natural stone toe armoring includes excavation in accordance with the Rock Stabilization details. The stone shall be placed such that the stone boulder layer is a minimum of 24"- 34" thick and the surface of the rock does not extend past the limits of the existing wall / concrete shoreline (to be removed). Limestone rock will not be accepted for the rock toe.

The Rock Stabilization details have been provided only as a guide for the installation of the 18" to 34" diameter natural stone boulders. The natural stone boulders shall be installed on a 6" thick bed of class A1 bedding with a geotextile fabric underlayment, in accordance with the Rock Stabilization details. The stone boulders shall be placed along the immediate shoreline of the Rock River complying with the typical sections found in the plans.

If excavated materials associated with placement of the natural stone toe armoring are required to be dewatered prior to trucking, the engineer shall approve dewatering location.

The contractor shall hand place boulders around the existing storm outfalls and adjust rock along FES at outfalls.

See Rock Stabilization Typical Sections included as part of the contract plans. An example of the appearance of the natural stone boulders is provided in the photo below:



Submittal. The contractor shall provide the owner with sample rock for approval prior to installation.

Method of Measurement. This work shall be measured for payment per SQUARE YARDS.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for NATURAL STONE TOE ARMORING, which price shall include all labor, material, bedding material, geotextile fabric, and equipment as specified above. Earth excavation associated with placement of the NATURAL STONE TOE ARMORING is included in the cost of the pay item and will not be paid for separately. Disposal of soils will be paid for separately as NON-SPECIAL WASTE DISPOSAL. Dewatering of excavated material is included in the cost this item and will not be paid for separately. If the shoreline area is required to be isolated by coffer dam to complete the installation, coffer dams and by-pass pumping will be paid for separately under coffer dam, special.

2.21 CONCRETE COLLAR

Description. This work shall consist of the installation of a concrete collar in accordance with the applicable sections of Section 542 of the Standard Specifications, and as directed by the Engineer. This work shall be performed at the storm sewer outfalls to the Rock River as shown on the engineering plans where the existing wall and shoreline removal will result in exposed outfalls. The existing and proposed storm sewer pipes are RCP and will be extended using RCP Flared End Sections. At the connection of the storm sewer pipe and flared end section, a concrete collar shall be placed.

Method of Measurement. This work shall be measured for payment per CUBIC YARDS.

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARDS for CONCRETE COLLAR which price shall include materials, reinforcement, expansion bolts, concrete, excavation, labor and all items included in the Standard Specifications.

2.22 PRECAST REINFORCED CONCRETE FLARED END SECTION – 12”

Description. This work shall be performed in accordance with Section 542 of the Standard Specifications. This work consists of cutting the exposed existing storm sewer pipe at a location to allow the end of the flared end section to be flush with the final grade of the rock toe. The work consists of installation of precast reinforced concrete flared end sections of the diameter shown on the plans.

Method of Measurement. This work shall be measured for payment in EACH.

Basis of Payment. This work will be paid for at the contract unit price for EACH for PRECAST REINFORCED CONCRETE FLARED END SECTION 12”, which price shall include all materials and pipe adjustments. Installation of the concrete collar will be paid for separately as CONCRETE COLLAR and adjustment of rock toe along the flared end section will be paid for separately as part of NATURAL STONE TOE ARMORING.

2.23 PRECAST REINFORCED CONCRETE FLARED END SECTION – 18”

Description. This work shall be performed in accordance with Section 542 of the Standard Specifications for Road and Bridge Construction (latest edition). This work consists of cutting the exposed existing storm sewer pipe at a location to allow the end of the flared end section to be

flush with the final grade of the rock toe. The work consists of installation of precast reinforced concrete flared end sections of the diameter shown on the plans.

Method of Measurement. This work shall be measured for payment in EACH.

Basis of Payment. This work will be paid for at the contract unit price for EACH for PRECAST REINFORCED CONCRETE FLARED END SECTION - 18", which price shall include all materials and pipe adjustments. Installation of the concrete collar will be paid for separately as CONCRETE COLLAR and adjustment of rock toe along the flared end section will be paid for separately as part of NATURAL STONE TOE ARMORING.

2.24 TOPSOIL, 4"

Description. This work shall be performed in accordance with Section 211 of the Standard Specifications and consists of topsoil excavation and placement. This pay item is intended for the strip of existing topsoil and respread of said topsoil in disturbed areas. Topsoil must be a minimum of 4" thick in all restored areas.

Method of Measurement. This work shall be measured for payment in CUBIC YARDS.

Basis of Payment. This work will be paid for at the contract unit price for CUBIC YARDS for TOPSOIL 4", which price shall include all work as specified above.

2.256 SEEDING, CLASS 1

Description. This work shall consist seeding Class 1, fertilizer nutrients, and supplemental watering in disturbed areas as shown on the plans and as directed by the Engineer.

This work shall be done in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications. Fertilizer Nutrients shall be applied in accordance with Article 250.04.

The Contractor shall coordinate with the Engineer on restoration of the disturbed areas. Blending of the disturbed areas with the adjacent terrain based on this coordination is considered part of this contract and shall be paid at the contract unit price for the necessary items, which prices shall include all labor, material and equipment necessary to perform the work.

Seeding performed after November 1st and prior to April 1st shall consist of a Winter Wheat seed mixture as a temporary measure. The Contractor will be required to re-visit the project locations after April 1st to broadcast additional seed of the specified seed class to ensure adequate coverage and growth. Areas to be seeded with Class 1 seed will also be stabilized with erosion control blanket. The contractor may apply the Class 1 seed via hydroseeding methods upon receiving the approval of the Engineer. Erosion control blanket is paid for under its own pay item and is not included in seeding.

Method of Measurement. This work shall be measured for payment in SQUARE YARD.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for SEEDING, CLASS 1 which price shall include all labor, material, and equipment as specified above.

Payment for this item shall not be made until the seed has germinated and a growth of 2" grass strand has been established.

2.26 EROSION CONTROL BLANKET, S75-BN

Description. This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer. Erosion control blanket type NAG S75-BN or approved equivalent shall be used in the locations shown on the plans. The netting must be fabricated with natural fiber such as coir or jute. Photodegradable plastic netting will not be acceptable. Erosion control blankets must be secured using wooden or biodegradable stakes. Steel staples will not be acceptable.

Method of Measurement. This work shall be measured for payment in SQUARE YARDS.

Basis of Payment. This work shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET, S75-BN which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

2.27 TEMPORARY HOT-MIX ASPHALT REMOVAL

Description. This work shall consist of the removal and disposal of temporary hot-mix asphalt placed at curbs for accessibility purposes within the designated areas as shown on the plans or as directed by the Engineer. The work shall be performed in a manner that minimizes damage to surrounding structures and pavement.

Method of Measurement. This work shall be measured for payment in FOOT.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for TEMPORARY HOT-MIX ASPHALT REMOVAL. This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.28 REMOVE EXISTING MANHOLE

Description. This work shall be performed in accordance with Section 501 of the Standard Specifications.

Method of Measurement. This work shall be measured for payment in EACH

Basis of Payment. This work will be paid for at the contract unit price in EACH for REMOVE EXISTING MANHOLE which price shall include all labor, material, equipment, and disposal.

2.29 STORM SEWER, CLASS A 1 RCP, 18"

Description. This work shall be performed in accordance with Section 542 of the Standard Specifications. This work consists of removing existing storm sewer pipe to allow the new pipe installation at the same location. The work consists of connection to the existing upstream structure.

Method of Measurement. This work shall be measured for payment in FEET.

Basis of Payment. This work will be paid for at the contract unit price for FEET for STORM SEWER, CLASS A 1 RCP, 18", which price shall include all materials and pipe adjustments. Installation of the concrete collar will be paid for separately as CONCRETE COLLAR.

2.30 PCC PATH REMOVAL

Description. This work shall conform to all applicable portions of Section 440 of the Standard Specifications except as modified herein. Work shall also include the removal and replacement of subgrade material associated with Portland Cement Concrete Path and shall be completed under this pay item where applicable.

Damage to existing concrete path outside of the marked areas is to be submitted to the Engineer for approval and may be measured separately for payment as part of this pay item.

Method of Measurement. This work shall be measured for payment in SQUARE FEET of path removed.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PCC PATH REMOVAL.

Saw cutting is included in the cost of this pay item and will not be measured separately for payment. Removal and replacement of subgrade material is included in the cost of pay item and will not be measured separately for payment.

Areas of removed path that are not specified to be replaced with new sidewalk shall require topsoil replacement; seeding; or other landscaping to restore the surrounding grass and grades, and shall be paid for as described under the TOPSOIL 4", SEEDING, CLASS 1, and EROSION CONTROL BLANKET pay items.

This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.31 PCC SIDEWALK

Description. This work shall be performed in accordance with Section 424 of the Standard Specifications. This work shall consist of constructing portland cement concrete sidewalk on a prepared subgrade in accordance with the detail shown on the engineering plans.

Replacement of existing concrete path outside of the marked areas is to be submitted to the Engineer for approval and may be measured separately for payment as part of this pay item.

Method of Measurement. This work shall be measured for payment in SQUARE FEET of PCC SIDEWALK.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PCC SIDEWALK.

Saw cutting is included in the cost of this pay item and will not be measured separately for payment. Removal and replacement of subgrade material is included in the cost of item and will not be measured separately for payment.

This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

2.32 RIPRAP RR-3, CLASS A3

Description. This work shall be performed in accordance with Section 281 of the Standard Specifications except as modified herein. This work shall consist of excavation, furnishing and placing filter fabric, and a protective course of stone.

Method of Measurement. This work shall be measured for payment in SQUARE YARDS of RIPRAP RR-3, CLASS A3.

Basis of Payment. This work will be paid for at the contract unit price per square yard of RIPRAP RR-3, CLASS A3.

Excavation and filter fabric is included in the cost of this pay item and will not be measured separately for payment. Removal and replacement of subgrade material is included in the cost of item and will not be measured separately for payment.

This price shall include all labor, equipment, materials, disposal, and incidentals necessary to complete the work as specified.

Local Public Agency

County

Section Number

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES

Effective: April 1, 1992
Revised: January 1, 2022

Add the following to Section 1020 of the Standard Specifications:

“1020.16 Quality Control/Quality Assurance of Concrete Mixtures. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

- (a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

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The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the Bureau of Materials Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" forms BMPR PCCQ01 through BMPR PCCQ09.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

- (b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

- (c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects

and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

- (1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio, or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing, and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the

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Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement. However, the Level II PCC Technician may request to be available if operations are satisfactory. Approval shall be obtained from the Engineer, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.
- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing, the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.
- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing are indicated in Article 1020.16(g), Schedule C.
- (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.

- (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)
Visual Stability Index (SCC)	Not Applicable
J-Ring (SCC)	1.5 in. (40 mm)
L-Box (SCC)	10 %
Hardened Visual Stability Index (SCC)	Not Applicable
Dynamic Segregation Index (SCC)	1.0 %
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)
Strength (CLSM)	40 psi (275 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

- (3) Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits and the other party is within specification limits, immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
 1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.

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2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM), if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

- b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM), if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.
- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
- (1) The Contractor's compliance with all contract documents for quality control.
 - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.

- (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

- (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form BMPR MI504, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form BMPR MI504, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.
- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

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SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	Illinois Modified AASHTO, Illinois Modified ASTM, or Illinois Test Procedure ^{1/}
Aggregates (Arriving at Plant)	Gradation ^{2/}	As needed to check source for each gradation number	ITP 2, Illinois Modified AASHTO T 11, Illinois Modified AASHTO T 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation ^{2/}	2500 cu yd (1900 cu m) for each gradation number ^{3/}	ITP 2, Illinois Modified AASHTO T 11, Illinois Modified AASHTO T 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture ^{4/} : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pycnometer Jar, or Illinois Modified AASHTO T 255
	Moisture ^{4/} : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pycnometer Jar, or Illinois Modified AASHTO T 255
Mixture ^{5/}	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) ^{6/} L-Box (SCC) ^{6/} Temperature	As needed to control production	R 60 and T 119 R 60 and T 152 or T 196 R 60 and T 121 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-3 ITP SCC-1 and ITP SCC-4 R 60 and ASTM C 1064
Mixture (CLSM) ^{7/}	Flow Air Content Temperature	As needed to control production	ITP 307

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum, unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour, unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form (BMPR PCCW01) shall be completed, when applicable.

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- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO R 60, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

The Contractor may also perform other available self-consolidating concrete (SCC) tests at the plant to control mixture production.

- 6/ The Contractor shall select the J-Ring or L-Box test for plant sampling and testing.
- 7/ The Contractor may also perform strength testing according to ITP 307.

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SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant ^{2/}	Illinois Modified AASHTO, Illinois Modified ASTM, or Illinois Test Procedure
Pavement, Shoulder, Base Course, Base Course Widening, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump ^{3/ 4/}	1 per 500 cu yd (400 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 1250 cu yd (1000 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Bridge Approach Slab ^{9/} , Bridge Deck ^{9/} , Bridge Deck Overlay ^{9/} , Superstructure ^{9/} , Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Slump ^{3/ 4/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Seal Coat	Slump ^{3/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat ^{10/} , Miscellaneous Items, Incidental Items	Slump ^{3/ 4/}	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 400 cu yd (300 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Items Using Self- Consolidating Concrete	Slump Flow ^{3/} VSI ^{3/} J-Ring ^{3/ 11/} L-Box ^{3/ 11/}	Perform at same frequency that is specified for the Item's slump	ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-3 ITP SCC-1 & ITP SCC-4
	HVSI ^{12/}	Minimum 1/day at start of production for that day	ITP SCC-1 and ITP SCC-6
	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	ITP SCC-1 and ITP SCC-8 (Option C)
	Air Content ^{3/ 5/ 6/}	Perform at same frequency that is specified for the Item's air content	ITP SCC-1 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	Perform at same frequency that is specified for the Item's strength	ITP SCC-1, T 22 and T 23 or ITP SCC-1, T 177 and T 23
All	Temperature ^{3/}	As needed to control production	R 60 and ASTM C 1064
Controlled Low- Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) ^{13/} , and Temperature	First truck load delivered and as needed to control production thereafter	ITP 307

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer, if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1). The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing

CHECK SHEET #23

procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

If the Contractor's or Engineer's test result for any jobsite mixture test is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

- 2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. For self-consolidating concrete, the construction items shall have the same slump flow, visual stability index, J-Ring, L-Box, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self-consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (38 cu m) is pumped, or an additional 100 cu yd (76 cu m) is transported by conveyor. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is greater than 3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors, and corrected air contents. The corrected air content shall be reported on form BMPR MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9, or 8.0 percent, the next truck shall be tested by the Contractor.

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm). Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO R 60.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

CHECK SHEET #23

SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content, Slump Flow, Visual Stability Index, J-Ring, L-Box, Hardened Visual Stability Index, Dynamic Segregation Index, and Strength	As determined by the Engineer.
	Flow, Air Content, Strength (28-day), and Dynamic Cone Penetration for Controlled Low-Strength Material (CLSM)	As determined by the Engineer

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING ^{2/}		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump, Air Content, Slump Flow (SCC), Visual Stability Index (SCC), J-Ring (SCC), and L-Box (SCC)	As determined by the Engineer.
Jobsite	Slump, Air Content ^{3/} , Slump Flow, Visual Stability Index, J-Ring and L-Box	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Hardened Visual Stability Index	As determined by the Engineer.
	Dynamic Segregation Index	As determined by the Engineer.
	Strength	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Flow, Air Content, and Strength (28-day) for Controlled Low-Strength Material (CLSM)	As determined by the Engineer.

CHECK SHEET #23

- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

CHECK SHEET #23

SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (*)
- (d) Required Sampling and Testing Equipment for Concrete (*)
- (e) Method for Obtaining Random Samples for Concrete (*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (*)
- (h) Field/Lab Gradations (BMPR MI504) (*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (*)
- (j) P.C. Concrete Strengths (BMPR MI655) (*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (*)
- (l) Portland Cement Concrete Tester Course (*)
- (m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for Concrete Testing (*)
- (n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for Concrete Proportioning (*)
- (o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for Design of Concrete Mixtures (*)
- (p) Manual of Test Procedures for Materials

* Refer to Appendix C of the Department's "Manual of Test Procedures for Materials" for more information.

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

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

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

**SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES**

Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

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

SPECIAL PROVISION
FOR
CONTRACT CLAIMS

Effective: January 1, 2002
Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

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

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

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

CHECK SHEET #LRS15

State of Illinois
Department of Transportation

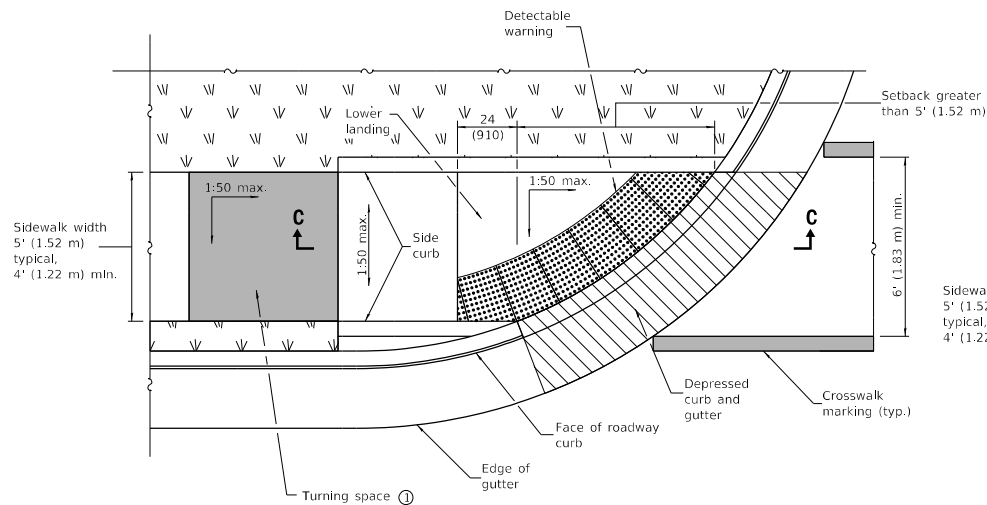
SPECIAL PROVISION FOR PARTIAL PAYMENTS

Effective: January 1, 2007

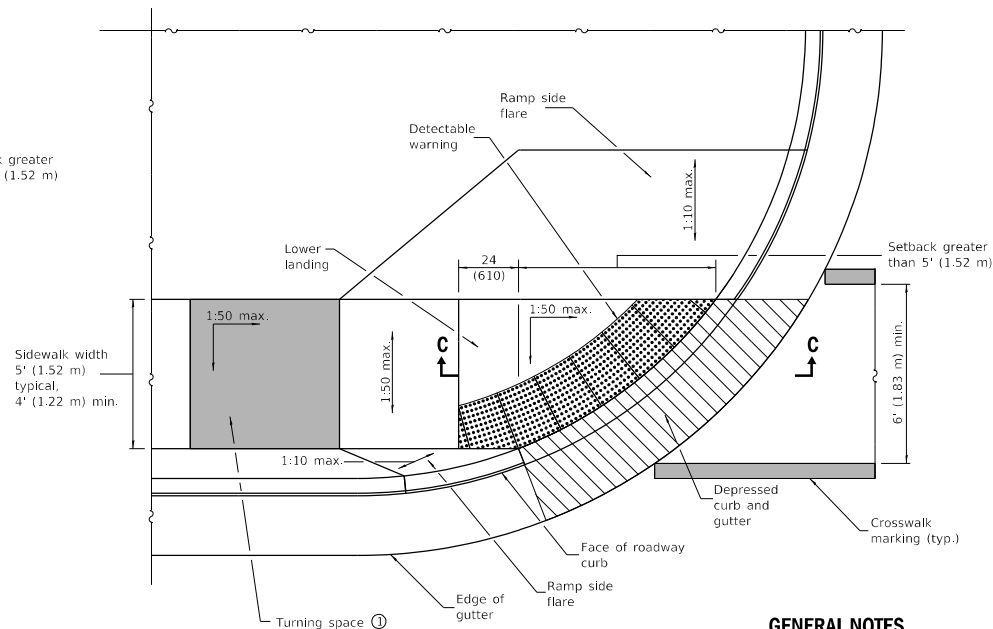
Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

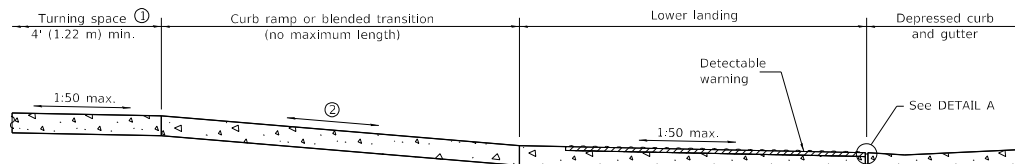
When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.”



**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**



SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

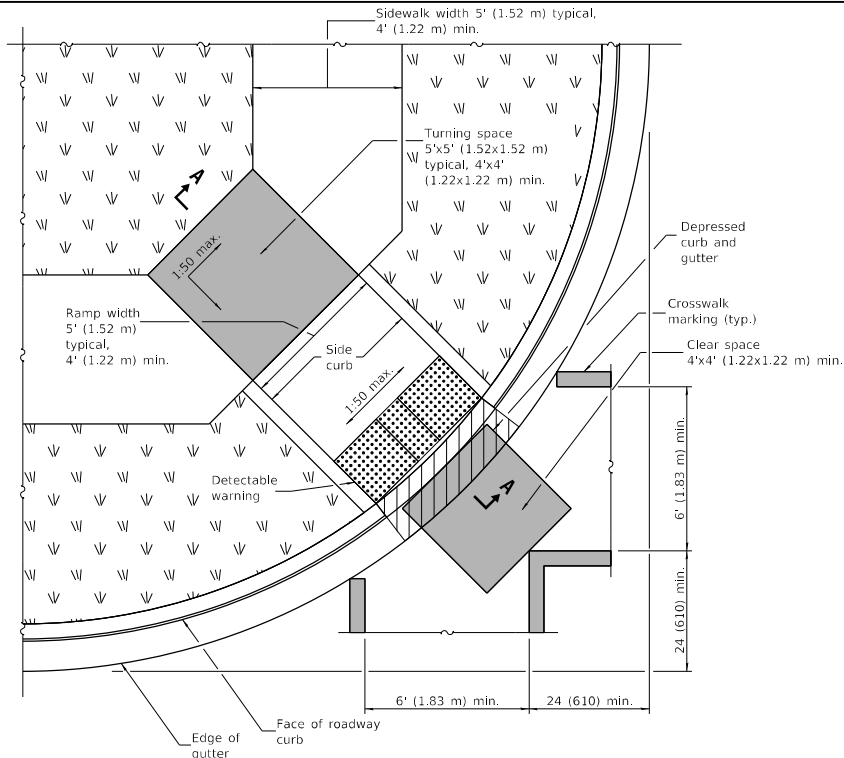
See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

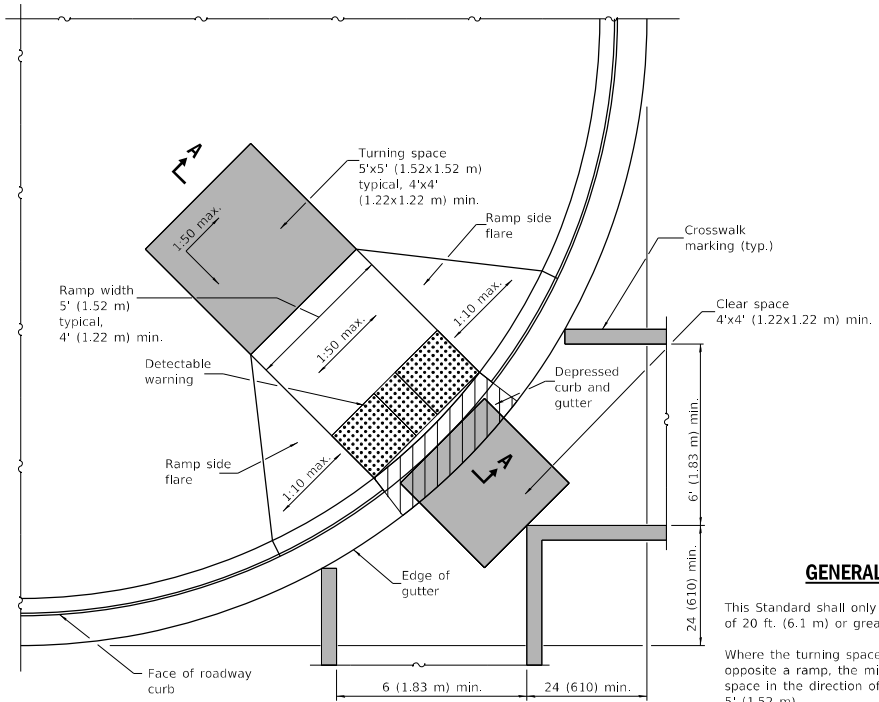
**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**

(Sheet 2 of 2)

STANDARD 424001-11



RAMP IN LANDSCAPED AREA



RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

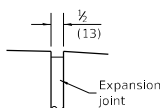
Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

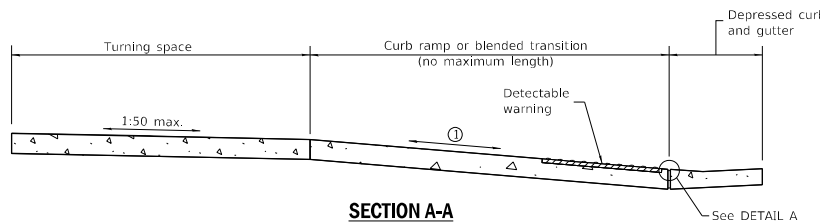
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

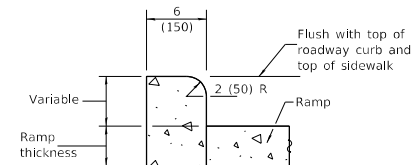


DETAIL A



SECTION A-A

① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



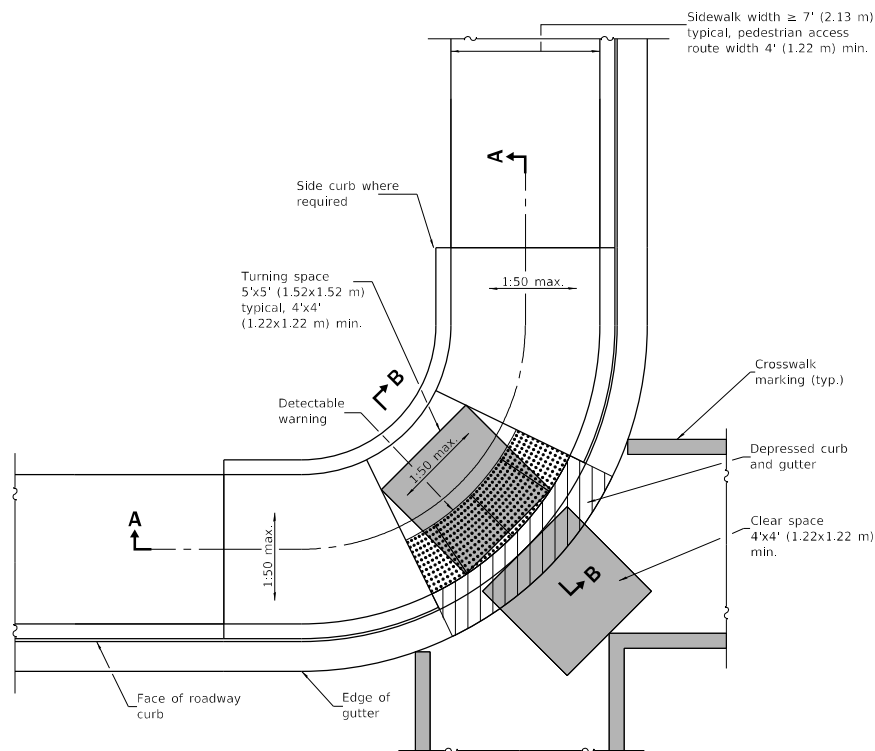
SIDE CURB DETAIL

Illinois Department of Transportation	
PASSED	January 1, 2021
ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT	

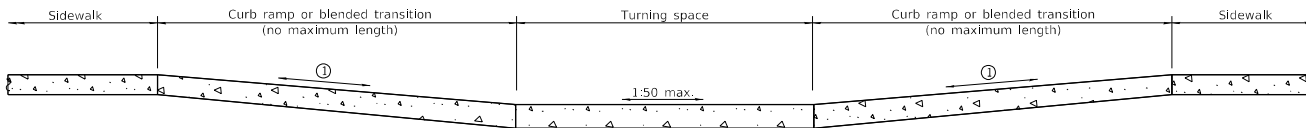
DATE	REVISIONS
1-1-21	Clarified minimum crosswalk width and locations.
1-1-19	Removed "15-foot rule", added "blended transitions" and placement tolerances for detectable warnings.

DIAGONAL CURB RAMPS FOR SIDEWALKS

STANDARD 424006-05

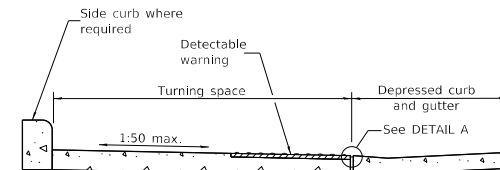


CORNER PARALLEL CURB RAMP

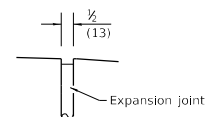


SECTION A-A

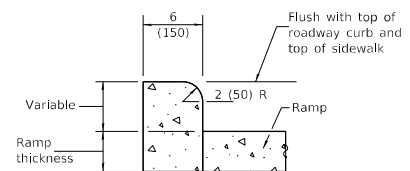
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

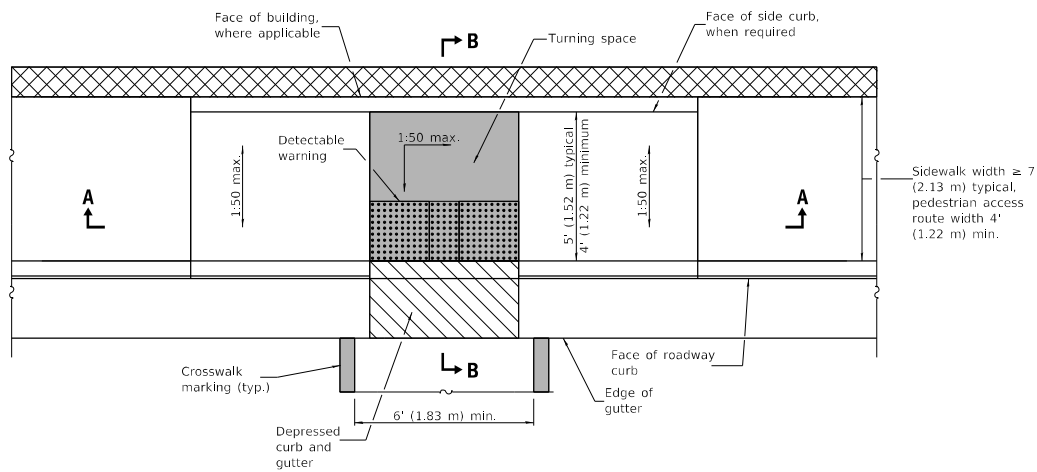
Illinois Department of Transportation	
PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-12

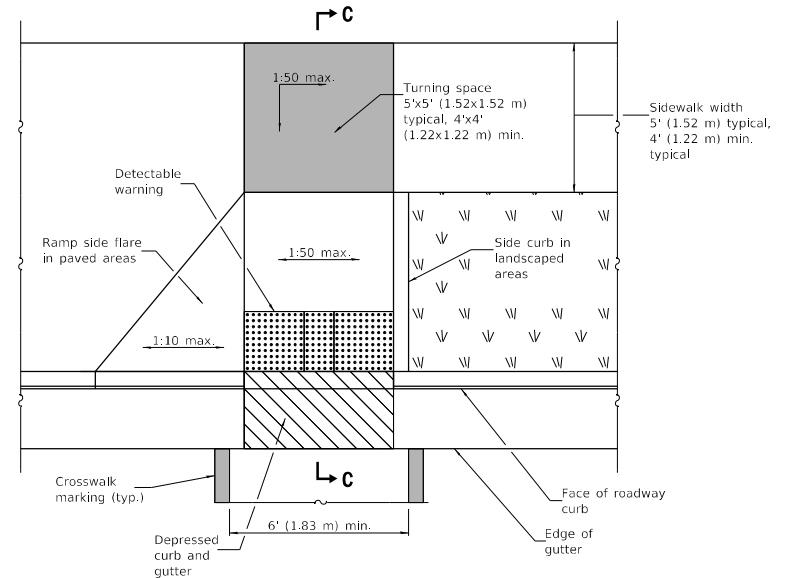
DATE	REVISIONS
1-1-19	Removed upper landing, added blended transition and detectable warning tolerances.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

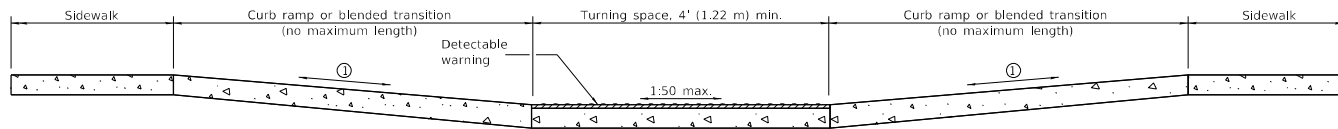
STANDARD 424011-04



PARALLEL MID-BLOCK CURB RAMP

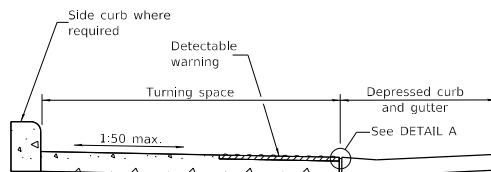


PERPENDICULAR MID-BLOCK CURB RAMP

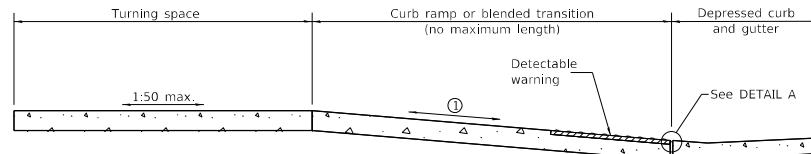


SECTION A-A

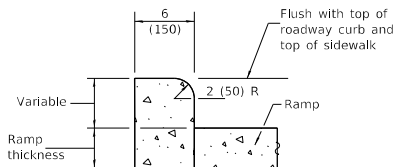
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



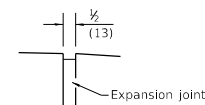
SECTION B-B



SECTION C-C



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in. width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

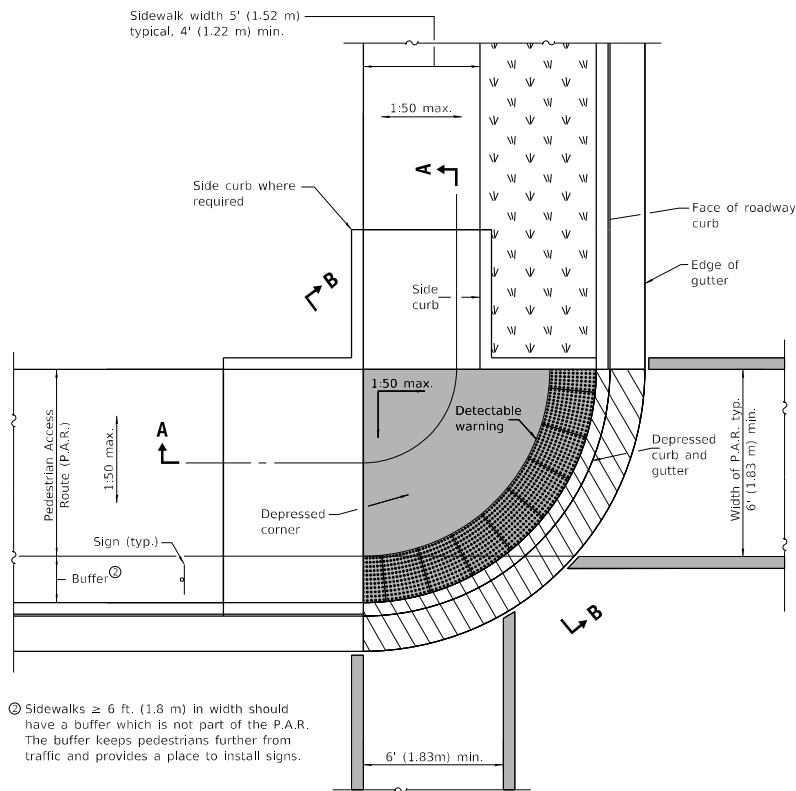
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED <i>[Signature]</i> January 1, 2019 ENGINEER OF POLICY AND PROCEDURES APPROVED <i>[Signature]</i> January 1, 2019 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-12

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transitions and detectable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

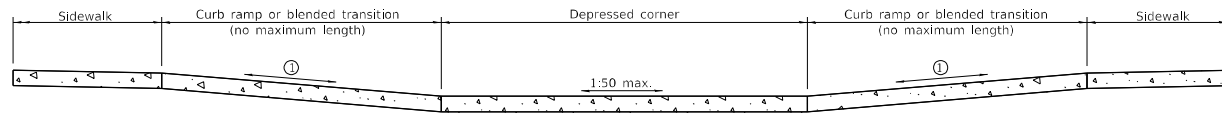
MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-05



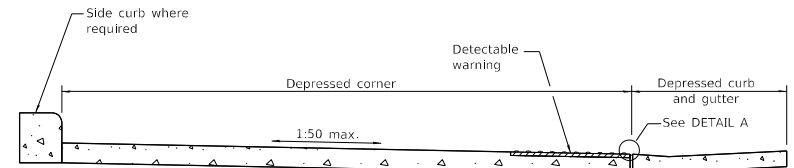
② Sidewalks \geq 6 ft. (1.8 m) in width should have a buffer which is not part of the P.A.R. The buffer keeps pedestrians further from traffic and provides a place to install signs.

DEPRESSED CORNER

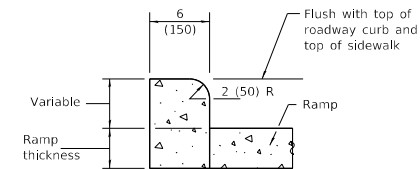


SECTION A-A

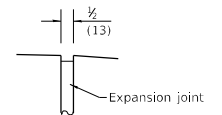
① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal tolerances but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in. width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

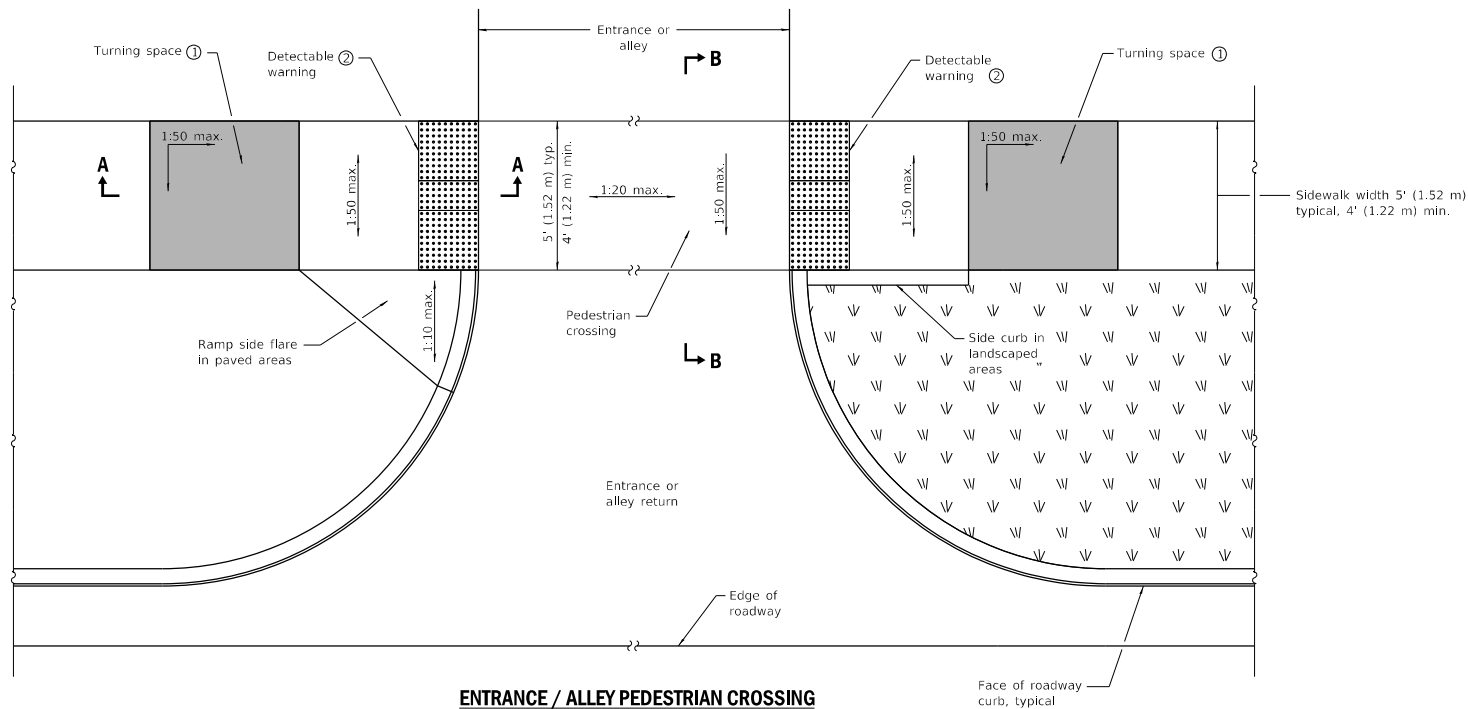
Illinois Department of Transportation	
PASSED	January 1, 2021
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2021
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-21	Added crosswalk striping and a "buffer" for wide sidewalks.
1-1-19	Removed upper landings, added blended transition and detectable warning tolerances.

**DEPRESSED CORNER
FOR SIDEWALKS**

STANDARD 424021-06

- ② Detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and turning spaces.



ENTRANCE / ALLEY PEDESTRIAN CROSSING

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

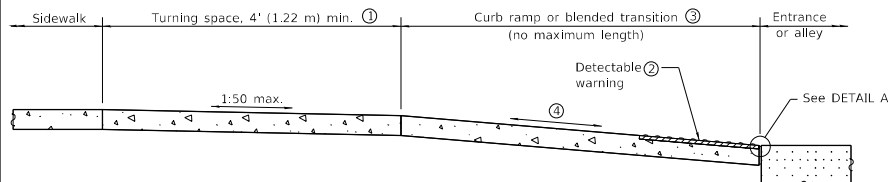
Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

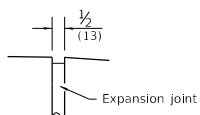
All dimensions are in inches (millimeters) unless otherwise shown.



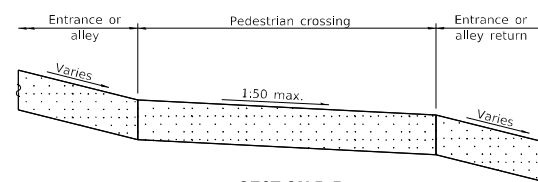
SECTION A-A

① Turning space not required for blended transitions.

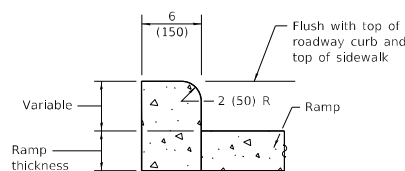
④ The running slope of a curb ramp shall be 1:20 min and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



SECTION B-B



SIDE CURB DETAIL

PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	

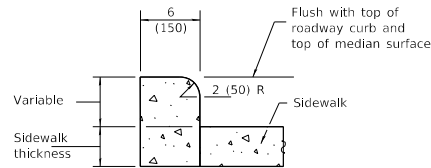
DATE	REVISIONS
1-1-19	Added blended transitions and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at upper landings.

**ENTRANCE / ALLEY
PEDESTRIAN CROSSINGS**

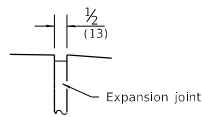
STANDARD 424026-03

SCHEDULE OF PRICES**City of Rockford****Jefferson Street Bank Stabilization**

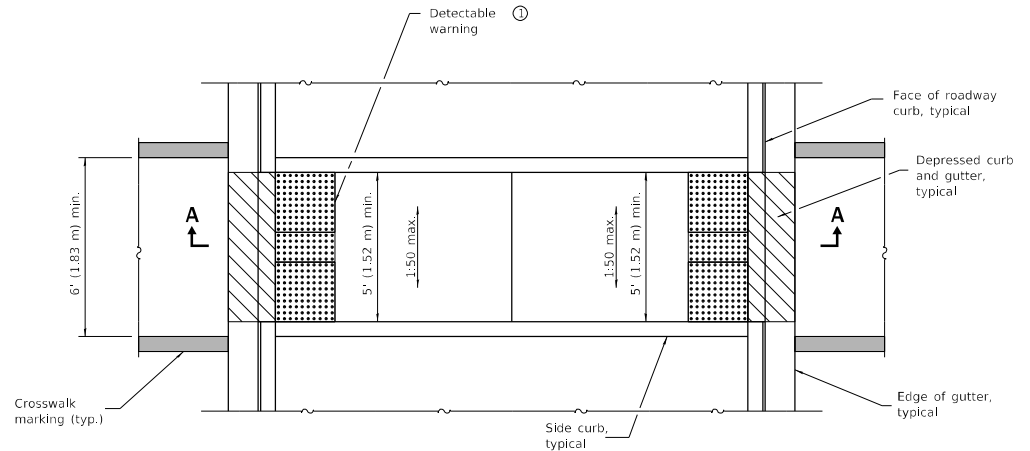
Item No.	Items	Units	Quantity	Unit Price	Total
1	CONSTRUCTION LAYOUT	LSUM	1		
2	MOBILIZATION	LSUM	1		
3	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LSUM	1		
4	PROTECTION OF EXISITNG PLANT MATERIAL	FEET	150		
5	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	28		
6	SHRUB REMOVAL	SQ YD	22		
7	REMOVE AND SALVAGE TEMPORARY CHAIN-LINK FENCE	FOOT	160		
8	REMOVE ROCK AND BRICK WALL AND WALL CAP (SPECIAL)	FOOT	322		
9	CONCRETE SHORELINE REMOVAL (SPECIAL)	SQ YD	160		
10	CONCRETE SIDEWALK REMOVAL, ADJACENT TO WALL CAP	SQ FT	1606		
11	NON-SPECIAL WASTE DISPOSAL	CU YD	267		
12	SPECIAL WASTE DISPOSAL	CU YD	10		
13	SPECIAL WASTE PLANS AND REPORTS	LSUM	1		
14	SOIL DISPOSAL ANALYSIS	EACH	1		
15	TEMPORARY ASPHALT WALKWAY	FOOT	8		
16	TEMPORARY CHAIN LINK FENCE	FOOT	1025		
17	INLET AND PIPE PROTECTION	EACH	5		
18	FLOATING SILT CURTAIN	FOOT	455		
19	COFFER DAM, SPECIAL	EACH	3		
20	NATURAL STONE TOE ARMORING	SQ YD	400		
21	CONCRETE COLLAR	CU YD	0.75		
22	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1		
23	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	2		
24	TOPSOIL, 4 "	SQ YD	418		
Page 1		Sub Total	As read		
			As corrected		



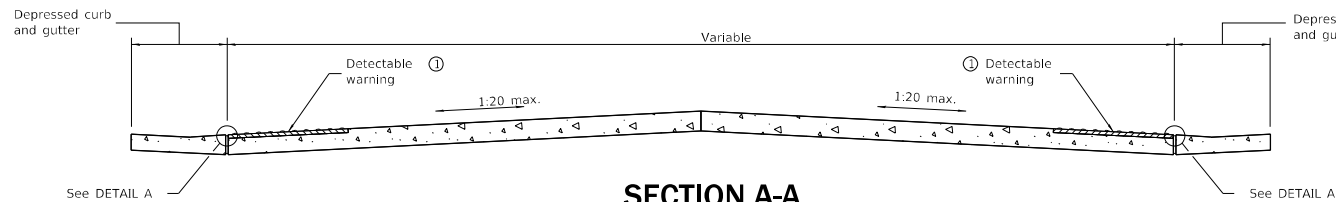
SIDE CURB DETAIL



DETAIL A



MEDIAN PEDESTRIAN CROSSING



SECTION A-A

① Omit detectable warnings when distance between back of curbs is less than 6' (1.83 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

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Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

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Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
PASSED <i>[Signature]</i> January 1, 2019	ISSUED 1-1-12
ENGINEER OF POLICY AND PROCEDURES	
APPROVED <i>[Signature]</i> January 1, 2019	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-19	Added placement tolerances for detectable warnings.
1-1-12	Widened crosswalk to 6' (1.83 m) min. inside dimension.
	Revised General Notes.

MEDIAN PEDESTRIAN CROSSINGS

STANDARD 424031-02