BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

☐ Proposal Bid Bond – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. the Proposal Bid Bond. If you are using an electronic bond, include your bid the Proof of Insurance printed from the Surety's Web Site.	The Power of Attorney page should be stapled to
☐ Disadvantaged Business Utilization Plan and/or Good Faith Effort – T Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SB documentation of a Good Faith Effort, it is to follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT the main page of the current letting on the day of the Letting. The stream will bids does not begin until approximately 10:30 AM.	T Web Site. A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the en Web page for the current letting.	nd of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

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Proposal Submitted By	
Name	
Address	
City	

Letting January 30, 2015

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Springfield, Illinois 62764

Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified Check</u> is included.
☐ An Annual Bid Bond is included or is on file with IDOT.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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1.

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

Proposal of
Taxpayer Identification Number (Mandatory)
For the improvement identified and advertised for bids in the Invitation for Bids as:
Contract No. 64K09 HENRY County Section (37-1)PATCHING-1 Route FAI 80 District 2 Construction Funds

Pavement patching on I-80 from Rock River to I-74.

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

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

	<u>Amount</u>		oposal uaranty		<u>Amount</u>	of Bid	Proposal Guaranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000\$	1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000 \$	3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000\$	5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000\$	7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000 \$1	2,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000 \$2	5,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000 \$5	0,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000 \$7	5,000	over		\$35,000,000	\$1,000,000

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

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

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

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

		ombination bid is submitted, the schedule below must b g the combination.	e completed in each proposal
		e bids are submitted for one or more of the sections cor on bid must be submitted for each alternate.	mprising the combination, a
		Schedule of Combination Bids	
ombinati No.	on	Sections Included in Combination	Combination Bid Dollars Cents
140.		Georgia included in Compination	Donars Certis
		CES. The undersigned bidder submits herewith, in accorda	
schedu all exte schedu is an ei contrac contrac	alle of prices for ensions and sure approximate are approximate are the extent will be made at. The schedule.	CES. The undersigned bidder submits herewith, in accordar the items of work for which bids are sought. The unit price immations have been made. The bidder understands that the imate and are provided for the purpose of obtaining a gross ension of the unit prices, the unit prices will govern. Paymer only for actual quantities of work performed and accepted uled quantities of work to be done and materials to be furnishelsewhere in the contract.	es bid are in U.S. dollars and cents, and the quantities appearing in the bid sum for the comparison of bids. If there are to the contractor awarded the corrector materials furnished according to the
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64K09

State Job # - C-92-052-14

Project Number	Route
	FAI 80

County Name - HENRY-Code - 73 - District - 2 - -

Section Number - (37-1) PATCHING-1

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7010410	SPEED DISPLAY TRAILER	CAL MO	4.000				
Z0028415	GEOTECHNICAL REINF	SQ YD	613.000				
30300106	AGG SUBGRADE IMPR 6	SQ YD	613.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	31.000				
44200610	CL A PATCH T2 13	SQ YD	1,269.000				
44200612	CL A PATCH T3 13	SQ YD	221.000				
44200614	CL A PATCH T4 13	SQ YD	1,572.000				
44213000	PATCH REINFORCEMENT	SQ YD	3,063.000				
44213200	SAW CUTS	FOOT	13,132.000				
44213204	TIE BARS 3/4	EACH	565.000				
66700305	PERM SURV MKRS T2	EACH	3.000				
67000400	ENGR FIELD OFFICE A	CAL MO	7.000				
67100100	MOBILIZATION	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	16.000				
70100800	TRAF CONT-PROT 701401	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64K09

State Job # - C-92-052-14

Project Number	Route
	FAI 80

County Name - HENRY-Code - 73 - District - 2 - -

Section Number - (37-1) PATCHING-1

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70103815	TR CONT SURVEILLANCE	CAL DA	60.000				
70200100	NIGHT WORK ZONE LIGHT	L SUM	1.000				
70300100	SHORT TERM PAVT MKING	FOOT	184.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	61.000				
78001110	PAINT PVT MK LINE 4	FOOT	206,500.000				
78001130	PAINT PVT MK LINE 6	FOOT	25,811.000				
78001140	PAINT PVT MK LINE 8	FOOT	15,560.000				
78001150	PAINT PVT MK LINE 12	FOOT	1,650.000				
78100100	RAISED REFL PAVT MKR	EACH	130.000				

CONTRACT NUMBER	64K09	
THIS IS THE TOTAL BID		\$

NOTES:

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

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

I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.
- ☐ I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

- (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. <u>Disclosure of Business Operations in Iran</u>

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

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

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

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

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

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

for persons employed for this contract.	

Additionally, Section 30-22 of the Code requires that the hidder certify that an Illinois office he maintained as the primary place of employment

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

TO BE RETURNED WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
Or	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
	address of person:ees, compensation, reimbursements and other remuneration paid to said person:
	I acknowledge, understand and accept these terms and conditions for the above certifications.

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. <u>Disclosure Form Instructions</u>

more than one question.)

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed per individual per bid even if a specific individual would require a yes answer to

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

FOR INDIVIDUAL (type or print information)

DISCLOSURE OF FINANCIAL INFORMATION

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

NAME:	
ADDRE	SS
Type of	ownership/distributable income share:
stock % or \$ v	sole proprietorship Partnership other: (explain on separate sheet):
potential conflic and describe.	of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following ct of interest relationships apply. If the answer to any question is "Yes", please attach additional pages employment, currently or in the previous 3 years, including contractual employment of services.
If your	YesNo answer is yes, please answer each of the following questions.
1.	Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? YesNo
2.	Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of the St salary exceeds 60% of the annual salary of the Governor, are you entitle (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary	titled to receive partnership, association or
	4.	If you are currently appointed to or employed by any agency of the St salary exceeds 60% of the annual salary of the Governor, are you and or minor children entitled to receive (i) more than 15% in the aggree income of your firm, partnership, association or corporation, or (ii) and the salary of the Governor?	d your spouse egate of the total distributable
(b)		byment of spouse, father, mother, son, or daughter, including contractions 2 years.	
	If your ans	wer is yes, please answer each of the following questions.	YesNo
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently app agency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and of the State agency for which he/she is employed and his/her annual	ointed to or employed by any ds 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributabl firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	salary of the Governor, e income of your
	4.	If your spouse or any minor children are currently appointed to or en State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or minor children entitled to receive (i) more than aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you 15 % in the
(c)	Flective sta	tus; the holding of elective office of the State of Illinois, the governmen	
(0)	unit of loca	government authorized by the Constitution of the State of Illinois or the ently or in the previous 3 years.	
(d)	Relationshi son, or dau	p to anyone holding elective office currently or in the previous 2 years; ghter.	spouse, father, mother, YesNo
(e)	America, or of the State	office; the holding of any appointive government office of the State of II any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excess on that office currently or in the previous 3 years.	ate of Illinois or the statutes
(f)	Relationship son, or dau	to anyone holding appointive office currently or in the previous 2 year ghter.	s; spouse, father, mother, YesNo
(g)	Employmer	nt, currently or in the previous 3 years, as or by any registered lobbyist	of the State government. YesNo

(h)	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. YesNo
(i)	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. YesNo
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
	Yes No
3.	Communication Disclosure.
	Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer of employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:
	Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental

entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: _____ APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Representative Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page. Signature of Authorized Representative Date

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in to information shall become part of the publicly a		
DISCLOSURE OF OTHER CO	NTRACTS AND PROCUREMENT	RELATED INFORMATION
1. Identifying Other Contracts & Procur pending contracts (including leases), bids, pullinois agency: Yes No If "No" is checked, the bidder only needs to	proposals, or other ongoing procure	ment relationship with any other State of
2. If "Yes" is checked. Identify each s descriptive information such as bid or projection FORM INSTRUCTIONS:		
THE FOLLO	OWING STATEMENT MUST BE CH	HECKED
	Signature of Authorized Representative	
	OWNERSHIP CERTIFICATION	<u> </u>
Please certify that the following staten total 100% of ownership.	nent is true if the individuals for all	submitted Form A disclosures do not
	rest is held by individuals receiving outive income or holding less than a	less than \$106,447.20 of the bidding 5% ownership interest.
☐ Yes ☐ No ☐ N/A (F	Form A disclosure(s) established 10	0% ownership)

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds

PART I. IDENTIFIC	PART I. IDENTIFICATION																	
Dept. of Human Rights # Duration of Project:																		
Name of Bidder: _																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	d bidder h ork is to b	as analyz e perform	ed mir ed, an	d for the	ne locati	ons fro	m whic	h the b	idder re	cruits	employ	ees, and h	ereb	y subm alloca	nits the foll ted to this TABLE	owir con B	ng workfo tract:	orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ıct						(CURRENT TO BE			S
				MINO	ORITY I	EMPLO	YEES			TRA	AINEES	;			TO CO	TNC	RACT	
JOB CATEGORIES	EMPL	OYEES		ACK	HISP	ANIC	*OT MIN		APPI TIC	REN- ES	ON T	HE JOB INEES		EMPL	OTAL OYEES			OYEES
OFFICIALS (MANAGERS)	M	F	M	F	М	F	М	F	M	F	M	F	-	M	F		M	F
SUPERVISORS													Ī					
FOREMEN													Ī					
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS													Ī					
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
	TAI TOTAL Tr	BLE C	niectio	n for C	ontract				7			FOR	DEF	PARTI	/ENT US	E C	NLY	
EMPLOYEES IN	TC	TAL OYEES		4CK			*OTHER											
TRAINING	М	F	М	F	М	F	М	F]									
APPRENTICES																		
ON THE JOB TRAINEES																		

Note: See instructions on page 2

-20-

* Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/07)

Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.		ded in "Total Employees" under Table A is the total n t the undersigned bidder is awarded this contract.	umber of new hires that wo	ould be employed in the
	The u	undersigned bidder projects that: (number)		new hires would be
	recrui	undersigned bidder projects that: (number)ited from the area in which the contract project is loc		
	offico	new hires would be or base of operation is located.	e recruited from the area in	which the bidder's principal
	Office	of base of operation is located.		
C.	be employed directly by the subcontractors.			
	The u	undersigned bidder estimates that (number)		persons will
	be dir	rectly employed by the prime contractor and that (nur oyed by subcontractors.	mber)	persons will be
PART	III. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geare utiliza	undersigned bidder understands and agrees that in ation projection included under PART II is determined y job category, and in the event that the undersign nencement of work, develop and submit a written ted to the completion stages of the contract) when ation are corrected. Such Affirmative Action Plan willinois Department of Human Rights .	d to be an underutilization of sed bidder is awarded this Affirmative Action Plan in preby deficiencies in minor	of minority persons or women contract, he/she will, prior to acluding a specific timetable rity and/or female employee
В.	subm	undersigned bidder understands and agrees that the itted herein, and the goals and timetable included upart of the contract specifications.		
Comp	any		Telephone Number	
Addre	 ss			
Г		NOTICE REGARDIN	IC CICNATURE	
	The Did			The following signature block
		dder's signature on the Proposal Signature Sheet will cons to be completed if revisions are required.	stitute the signing of this form.	The following signature block
	Signatu	ure: 🗌 Ti	tle:	Date:
Instruct	ions:	All tables must include subcontractor personnel in addition to p	rime contractor personnel.	
Table A	۱ -	Include both the number of employees that would be hired to (Table B) that will be allocated to contract work, and include a should include all employees including all minorities, apprentice	Il apprentices and on-the-job traine	ees. The "Total Employees" column
Table E	3 -	Include all employees currently employed that will be allocated currently employed.	to the contract work including any	apprentices and on-the-job trainees
Table C) -	Indicate the racial breakdown of the total apprentices and on-th	e-job trainees shown in Table A.	
				BC 1256 (Pay 12/11/07)

BC-1256 (Rev. 12/11/07)

RETURN WITH BID
Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
-		
	2,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	A+++	
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	Cinneture of Authorized Development
		Signature of Authorized Representative
(IE A TOINE VENETURE)		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	dditional signature sheet.

Return with Bid



Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

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

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

Illinois Department of Transportation

Return with Bid

Division of Highways Proposal Bid Bond

		Item No.			
			Letting Date		
KNOW ALL PERSONS BY THES	E PRESENTS, That We				
as PRINCIPAL, and					
as SURETY, and held jointly, s the amount specified in the bid pi and truly to be paid unto said ST and assigns.	oposal under "Proposal Gu	uaranty" in eff	ect on the date of the Invitation	n for Bids, whichever is the	lesser sum, well
THE CONDITION OF THE FOUND IN ILLINOIS, acting through the Dep Date indicated above.			whereas, the PRINCIPAL has rement designated by the Trans		
NOW, THEREFORE, if the E specified in the bidding and cont with the terms of the bidding and with good and sufficient surety f prosecution thereof; or if, in the capays to the Department the different which the Department may contra otherwise, it shall remain in full for	ract documents; and if, aft contract documents includ or the faithful performance event of the failure of the Fence not to exceed the penact with another party to pe	er award by to ling evidence e of such con PRINCIPAL to lighted	of the required insurance cove stract and for the prompt payr be enter into such contract and stween the amount specified in	AL shall enter into a contra erages and providing such I ment of labor and material to give the specified bond the bid proposal and such	act in accordance bond as specified I furnished in the the PRINCIPAL larger amount for
IN THE EVENT the Department then Surety shall pay the penal swithin such period of time, the Deincluding attorney's fees, incurred	sum to the Department wit epartment may bring an ac	thin fifteen (15 ction to collect	the amount owed. Surety is li	erefor. If Surety does not m	nake full payment
In TESTIMONY WHEREOF, t caused this instrument to be s day of			In TESTIMONY WHEREC instrument to be signed by day of		
(Campa	au Marsa)			Nama and Mana	
(Company Name)			By	Company Name)	
By(Signature and Title)			(Signature of Attorney-in-Fact)		
Notary for PRINCIPAL			Notary for SURETY		
STATE OF			STATE OF		
COUNTY OF			COUNTY OF		
Signed and attested before m by	e on	(date)	Signed and attested before by	re me on	(date)
(Name of N	otary Public)		(Nam	ne of Notary Public)	
(0 1)			(01)		
(Seal)	(Signature of Notary F	Public)	(Seal)	(Signature of No	tary Public)
-	(Date Commission Ex	(pires)		(Date Commissi	on Expires)
In lieu of completing the above proposal the Principal is ensemble bound unto the State of Illinois	uring the identified elec	ctronic bid b	ond has been executed a		
Electronic Bid Bond ID #	Company/Bid	lder Name		Signature and Title	



DBE Utilization Plan

(1) Policy

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

(2) Obligation

Date

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

(3) Pro	ject and Bid Identification			
Comple	ete the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting				
Contrac				
	Item No.			
_	surance			
	my capacity as an officer of the undersigned bidder (or bid my company: (check one) Meets or exceeds contract award goals and has provided do Disadvantaged Business Participation percentage of each business participation statements, forms SB use of each business participating in this plan and assuring work of the contract. Failed to meet contract award goals and has included good provided participation as follows: Disadvantaged Business Participation percentage or wais support of this request including good faith effort. Also required by the Special Provision evidencing availability and business will perform a commercially useful function in the very serious provided for the serious performs a commercially useful function in the very serious percentage of the serious performs a commercially useful function in the very serious percentage of the serious performs a commercially useful function in the very serious percentage of the serious percentage	locumented participation as forent E 2025, required by the Specthat each business will perform faith effort documentation to the local state of each business participation of the contract.	ollows: ial Provision evident a commercially meet the goals a strictly articipation state ipating in this plant	lencing availability and y useful function in the nd that my company has the Special Provision in ments, forms SBE 2025, an and assuring that each
	Company	The "as read" Low Bidder is re	equired to comply with	the Special Provision.
Ву		Submit only one utilization pla submitted in accordance with		ne utilization plan shall be
Title		 Bureau of Small Business Ent 2300 South Dirksen Parkway Springfield, Illinois 62764 		Local Let Projects Submit forms to the Local Agency

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



DBE Participation Statement

Subcontractor	Registration Number	Le	tting		
Participation	Statement	Ite	m No.		
(1) Instruction	(1) Instructions		Contract No.		
	st be completed for each disadvantaged business participating ith the special provision and will be attached to the Utilization For the firm.				
(2) Work:					
Please indicate	te: J/V Manufacturer Supplier (60%)	Subcont	ractor Tru	ucking	
Pay Item No.	Description	Quantity	Unit Price	Total	
			Total		
	yment Items (For any of the above items which are partial pay ust be sufficient to determine a Commercially Useful Function, spe			follar amount:	
Description inc	ast be sufficient to determine a commercially oseful i unction, spec	chically describe the w	ork and subcontract c	onar amount.	
subcontract, it	is to be a second-tier subcontractor, or if the first-tier DBE subc t must be clearly indicated on the DBE Participation Statement,	and the details of the	e transaction fully ex	plained.	
	DBE subcontractor second-tiers a portion of its subcontract to orime must submit a DBE Participation Statement, with the deta			ork of a	
The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1 st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.					
Sigr	nature for Contractor 1 st Tier 2 nd Tier	Signature for DE	BE Firm 1 st Tier 2 ⁿ	^{id} Tier	
Title	Titl	e			
Date	Da				
Contact Pers		ntest Dayson			
Phone		one			
Firm Name	 Fir	m Name			
Address	Add	dress			
City/State/Zip	Cit	y/State/Zip			
			E		
The Department of Tra	ansportation is requesting disclosure of information that is necessary to accomplish the statutory pu	rpose as outlined under the state	and WC		
federal law. Disclosur	re of this information is REQUIRED . Failure to provide any information will result in the contract not Forms Management Center.				

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds



SUBCONTRACTOR DOCUMENTATION

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

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

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

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

B. Felons

Section 50-10. Felons.

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

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

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

under	stands the above certifications and makes the certifications as req	uired by law.
	Name of Subcontracting Company	
	Authorized Officer	Date

The undersigned, on behalf of the subcontracting company, has read and

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. <u>Disclosure Form Instructions</u>

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
E0"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name		
Subcontractor Name		
Legal Address		
Legal Address		
City, State, Zip		
Oity, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
relephone Number	Liliali Addiess	i ax inuitibei (ii available)

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)		
NAMI	±:	
ADDF	RESS	
Туре	of ownership/distributable income share:	
stock % or \$	sole proprietorship Partnership other: (explain on separate sheet value of ownership/distributable income share:	
	ure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following inflict of interest relationships apply. If the answer to any question is "Yes", please attach additional describe.	
(a) State em	ployment, currently or in the previous 3 years, including contractual employment of services. Yes No	
If your ar	nswer is yes, please answer each of the following questions.	
	Are you currently an officer or employee of either the Capitol Development Board or the Illinois State of the	
(Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.	

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you en (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive , partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you an or minor children entitled to receive (i) more than 15% in the aggreincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	nd your spouse egate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, including co previous 2 years.	ontractual employment services YesNo
	If	your answer is yes, please answer each of the following questions.	TesNO
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds 60% of the /or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annual as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the to firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	I salary of the Governor, otal distributable income of your
	4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual are you and your spouse or minor children entitled to receive (i) m aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the annual salary of the Governorm	salary of the Governor, nore than 15 % in the association or corporation, or
(c)	unit of	re status; the holding of elective office of the State of Illinois, the gover local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previous 2 y daughter.	vears; spouse, father, mother, YesNo
` '	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
		nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. YesNo
(i)	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. YesNo
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
	Yes No
Di Se en	mmunication Disclosure. sclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in ection 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or applyee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly applemented for accuracy throughout the process and throughout the term of the contract. If no person is centified, enter "None" on the line below:
	Name and address of person(s):

3

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any

governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: **APPLICABLE STATEMENT** This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
information shall become part of the publicl	y available contract file. This Form	n 50-35 of the Code (30 ILCS 500). This is B must be completed for subcontracts with 0-120 of the Code, and for all open-ended
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe s No	r ongoing procurement relationship with
2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:		
THE FOLLO	WING STATEMENT MUST BE CH	IECKED
Sign.	ature of Authorized Representative	Date
	OWNERSHIP CERTIFICATION	<u>I</u>
Please certify that the following statement is of ownership	strue if the individuals for all submi	tted Form A disclosures do not total 100%
Any remaining ownership interest is parent entity's distributive income o		than \$106,447.20 of the bidding entity's or interest.
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100% of	ownership)

Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m.January 30, 2015 All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 64K09
HENRY County
Section (37-1)PATCHING-1
Route FAI 80
District 2 Construction Funds

Pavement patching on I-80 from Rock River to I-74.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Erica J. Borggren, Acting Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAI Route 80 (I-80), Section (37-1) Patching-1, Henry County, Contract 64K09, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

I-80 from the Rock River to I-74

DESCRIPTION OF PROJECT

Pavement patching

TRAFFIC CONTROL PLAN

Effective: January 14, 1999 Revised: April 10, 2014

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

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

Insert Standard Numbers (Six-digit number only)

Standards:

701006 701101 701400 701401 701411 701426

701428 701901

Details:

Traffic Control Typical Weave (DS 39.1)

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

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

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

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

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

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

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

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

FAI Route 80 (I-80) (37-1) Patching-1 Henry County Contract 64K09

Devices:

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

On all standards and devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet. Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet. Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Vertical barricades shall not be used in weaves, and in the gore areas on Highway Standard 701411.

Vertical barricades shall not be used as a device where the existing speed limit is 65 mph or greater.

Flaggers:

Effective: August 1, 2011

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3 garments during hours of darkness.

In addition to the flaggers shown on applicable standards, on major sideroads flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be none.

In addition to the flaggers shown on applicable standards, a flagger shall be required on high volume commercial entrances listed below. High volume commercial entrances for this project shall be <u>none</u>.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

FAI Route 80 (I-80) (37-1) Patching-1 Henry County Contract 64K09

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer, over and above those shown on the standard or detailed in the plans and provisions, will be paid for according to Article 109.04. All flaggers required at sideroads and commercial entrances remaining open to traffic not shown on the Highway Standards, required by Article 701.13(a) or listed above, shall be paid for according to Article 109.04."

<u>Traffic Control and Protection Standard 701400:</u> This work shall be done according to Section 701 of the Standard Specifications and the Typical Application of Traffic Control Devices for Highway Construction, Standard 701400, and as specified herein.

The portable changeable message boards shown shall be placed two weeks before the start of the work, informing the public of the lanes closures.

The "ROAD CONSTRUCTION AHEAD" (W20-I103(O)-48) 3 MILES" (W16-3A(O)-3612), the Work Zone Public Information Sign, and the portable changeable message board shown shall be relocated during the project so that they are located 3 miles in advance of the lane closure. If there is more than one lane closure in a given direction, these signs and the message board shall be located in advance of each lane closure, if there is 3 miles or more between the closures.

This work will not be measured for payment.

<u>Traffic Control and Protection Standard 701401</u>: This work shall be done according to Standard 701401 and Section 701 of the Standard Specifications. The Contractor shall be required to install the 701401 two (2) calendar days in advance of the areas to be patched for the protection of the State personnel laying out the locations for pavement patching.

The barricades as shown in Standard 701401 shall not encroach on the lane open to traffic at any time. The only exception to this will be in the immediate work area when workers are present, then the barricades may be moved out to permit the construction operation.

This work shall be included in the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION STANDARD 701401

Traffic Control and Protection Standard 701411:

Method of Measurement. Each ramp will be measured as a separate location and will be considered as a separate location for payment, regardless of the number of installations at that ramp.

Interstates and multi-lane divided highways where the existing speed is greater than 45 mph: The Contractor shall equip all machinery and vehicles with flashing amber lights, installed so the illumination is visible from all directions.

The median crossover will generally not be available for Contractor use. It may be used only when both lanes adjacent to the median are closed. Under no condition shall left turn lanes be made to cross the median from lanes open to traffic. Where interchanges are not available, the Contractor shall only be allowed to turn around where left turn lanes are present.

Parking of personal vehicles within the right-of-way will be strictly prohibited. Parking of construction equipment within the right-of-way will be permitted only at locations approved by the Engineer.

<u>Traffic Control and Protection Standard 701428:</u> This work shall be done according to Section 701 of the Standard Specifications and the Typical Application of Traffic Control Devices for Highway Construction, Standard 701428, and as specified herein.

This standard shall be used, regardless of the ADT on the roadway.

This work will not be measured for payment.

<u>Maintenance of Traffic</u>: The Contractor shall be required to notify the Henry County Highway Department, the corresponding Township Commissioner, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall have all lanes open from 9:00 a.m. Friday until 7:00 p.m. Sunday.

The Contractor is allowed to keep one lane closed in each direction from 7:00 PM Sunday to 9:00 AM Friday. All lanes shall be open to traffic during the legal holiday periods according to the Special Provision "Legal Regulations and Responsibility to Public".

All work shall be completed from $\frac{1}{2}$ hour after sunset to $\frac{1}{2}$ hour before sunrise. During non-working hours, the devices shall be in the closed lane, two (2) feet from the centerline of the traveled way. A minimum an opening of 17'-06" shall be maintained, measured from the traffic side of the device to the edge of the paved shoulder, or to the face of the guardrail or parapet wall. In the inside lane at guardrail or within 200 feet of the guardrail, no broken pavement, open holes, or partially filled patches shall remain during non-working hours. This is to accommodate oversized loads. A width restriction to limit oversized load movement through this project will not be allowed.

The pavement patch removal and replacement shall be completed using Traffic Control and Protection Standard 701401.

Traffic shall be maintained using Traffic Control and Protection Standard 701401.

The sawing of patches shall be completed using Traffic Control and Protection Standard 701401.

The striping shall be completed using Traffic Control and Protection Standard 701426.

LEGAL REGULATIONS AND RESPONSIBILTY TO PUBLIC

Effective: February 26, 2014

Revise the fourth paragraph of Article 107.09 of the Standard Specifications to read:

"The length of the holiday period shall vary as follows, depending on the day of the week the legal holiday falls on or is observed, with the exception of Thanksgiving. The length of the holiday period for Thanksgiving shall be from 12 midnight on Tuesday until 12 midnight on Sunday."

Revise the table in this Article to read:

Day of Holiday	Length of Holiday Period
Sunday	Noon Friday – 12 midnight Monday
Monday	Noon Friday – 12 midnight Monday
Tuesday	Noon Friday – 12 midnight Tuesday
Wednesday	Noon Tuesday – 12 midnight Wednesday
Thursday	Noon Wednesday – 12 midnight Sunday
Friday	Noon Thursday – 12 midnight Sunday
Saturday	Noon Thursday – 12 midnight Sunday

GEOTECHNICAL REINFORCEMENT

Effective: November 30, 2010 Revised: April 10, 2014

Biaxial Geogrid Flat Installation

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The geogrid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the subbase or subgrade as shown on the plans and specifications.

MATERIAL CHARACTERISTICS	TEST METHOD	DATA
polymer type		polypropylene
carbon black content	ASTM D 4218	0.50% (min.)

Ī	DIMENSIONAL	TEST METHOD	UNIT	DATA
	CHARACTERISTICS			
	open area	CW 02215	%	75 (max.)
Ī	unit weight	ASTM D 5261	oz/yd2	5.0 (min.)

TECHNICAL	TEST METHOD	UNIT	DATA
CHARACTERISTICS			
junction efficiency	GRI-GG2	%	90 (min.)

The supplier should provide a certification that their product meets the above requirements. The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 3 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the "roll length" parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 24 inches. The geogrid should be secured in place.

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or end loader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket. If the geogrid develops wrinkles or moves significantly, an alternative method of securing it shall be used.

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Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 2 feet larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

<u>Method of Measurement</u>: Geotechnical Reinforcement will be measured in square yards for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately.

<u>Basis of Payment</u>: This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per Square Yard for GEOTECHNICAL REINFORCEMENT.

ENGINEER'S FIELD OFFICE TYPE A

Effective: January 1, 2012

Engineer's Field Office Type A shall be in accordance with Article 670.02 of the Standard Specifications:

Add (s) to the end of 670.02

(s) Cellular phone with a minimum of 500 anytime minutes per month for use by the site resident engineer/technician.

TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 2011

Revise the first sentence of the first paragraph of Article 701.10 of the Standard Specifications to read:

"When open holes, broken pavement, trenches over 3 in. deep and 4 in. wide or other hazards are present within 8 ft of the edge of an open lane, the Contractor shall furnish traffic control surveillance at all times, whether or not the Contractor is engaged in construction operations."

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: January 1, 2013

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

- **303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.
 - **303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.06
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2, and 3)	1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).
- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.

- **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- **303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

- "1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
 - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
 - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
 - (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01, CS 02 or RR 01(see Article 1005.01(c)).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
Grau No.	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
Grau No.	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10."

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012 Revised: January 1, 2014

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

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2015

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

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 5.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and A request may provide additional written documentation or argument delivered. concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, and Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

MECHANICAL SIDE TIE BAR INSERTER (BDE)

Effective: August 1, 2014 Revised: January 1, 2015

Add the following to Article 420.03 of the Standard Specifications:

"(k) Mechanical Side Tie Bar Inserters1103.18"

Revise Article 420.05(b) of the Standard Specifications to read:

"(b) Longitudinal Construction Joint. The tie bars shall be installed using one of the following methods.

(1) Preformed or Drilled Holes. The tie bars shall be installed with an approved no shrink grout or chemical adhesive providing a minimum pull-out strength as follows.

Bar Size	Minimum Pull-Out Strength
No. 6 (No. 19)	11,000 lb. (49 kN)
No. 8 (No. 25)	19,750 lb. (88 kN)

Holes shall be blown clean and dry prior to placing the grout or adhesive. If compressed air is used, the pneumatic tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The installation shall be with methods and tools conforming to the grout or adhesive manufacturer's recommendations.

The Contractor shall load test five percent of the first 500 tie bars installed. No further installation will be allowed until the initial five percent testing has been completed and approval to continue installation has been given by the Engineer. Testing will be required for 0.5 percent of the bars installed after the initial 500. For each bar that fails to pass the minimum requirements, two more bars selected by the Engineer shall be tested. Each bar that fails to meet the minimum load requirement shall be reinstalled and retested. The equipment and method used for testing shall meet the requirements of ASTM E 488. All tests shall be performed within 72 hours of installation. The tie bars shall be installed and approved before concrete is placed in the adjacent lane."

(2) Inserted. The tie bars shall be installed with the use of a mechanical side tie bar inserter. The inserter shall insert the tie bars with vibration while still within the extrusion process, after the concrete has been struck off and consolidated without deformation of the slab. The inserter shall remain stationary relative to the pavement when inserting tie bars, while the formless paver continues to move in the direction of paving.

A void greater than 1/8 in. (3 mm) at any location around the tie bar shall require immediate adjustment of the paving operation. A void greater than 1/2 in.(13 mm) shall be repaired with a no shrink grout or chemical adhesive after the concrete has hardened. If at the end of the day of paving more than 20 percent of the tie bars show a void larger than 1/8 in. (3 mm) at any point around the bar, the use of the side tie bar inserter shall be discontinued.

(3) Formed in Place. The tie bar shall be formed in place as shown on the plans.

The sealant reservoir shall be formed either by sawing after the concrete has set according to Article 420.05(a) or by hand tools when the concrete is in a plastic state."

Add the following to Section 1103 of the Standard Specifications:

"1103.18 Mechanical Side Bar Inserters. The mechanical side tie bar inserter shall be self-contained and supported on the formless paver with the ability to move independently from the formless paver. The insertion apparatus shall vibrate within a frequency of 2000 to 6000 vpm. A vibrating reed tachometer, hand type, shall be provided according to Article 1103.12."

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012 Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

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

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

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

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP	
	Shall Pass	
IL-25.0	2 in. (50 mm)	
IL-19.0	1 1/2 in. (40 mm)	
IL-12.5	1 in. (25 mm)	
IL-9.5	3/4 in. (20 mm)	
IL-4.75	1/2 in. (13 mm)	

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restock piling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

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

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

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

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

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

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

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 µm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	\pm 0.4 % ^{1/}	± 0.5 %
G _{mm}	± 0.03	

1/ The tolerance for FRAP shall be \pm 0.3 %.

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

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

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

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

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

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
 - (1) RAP from Class I, Super pave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Super pave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Super pave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
 - (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

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

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Surface Binder		Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given N design.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures	FRAP/RAS Maximum ABR %				
Ndesign	Binder/Leveling Surface Polymer Modified 3/, Binder				
30	50	40	10		
50	40	35	10		
70	40	30	10		
90	40	30	10		
105	40 30 10				

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

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

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

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

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

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

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.
 - (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

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

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

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

SPEED DISPLAY TRAILER (BDE)

Effective: April 2, 2014

Add the following to Article 701.15(I) of the Standard Specifications:

"(I) Speed Display Trailer. A speed display trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11."

Add the following to Article 701.20 of the Standard Specifications:

"(k) Speed Display Trailer will be paid for at the contract unit price per calendar month or fraction thereof for each trailer as SPEED DISPLAY TRAILER."

Add the following to Article 1106.02 of the Standard Specifications:

"(o) Speed Display Trailer. The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1000 ft. (300 m). The radar shall have an accuracy of ±1 mile per hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of "YOUR SPEED" immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft. (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service."

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **75** working days.

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2009

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$

Where: $MPI_M =$ The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

 $MPI_L =$ The Materials Cost Index for steel as published by the Engineering News-

Record for the month prior to the letting. The indices will be converted from

dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

<u>Basis of Payment</u>. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

Percent Difference = $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

the

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:		
Company Name:		
Contractor's Option:		
Is your company opting to include this special provision as par following items of work?	t of the	contract plans for
Metal Piling	Yes	
Structural Steel	Yes	
Reinforcing Steel	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Guardrail	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Metal Railings (excluding wire fence)	Yes	
Frames and Grates	Yes	
Signature: Date):	

VETERAN BUSINESS PROGRAM

Effective: November 6, 2014

STATE OBLIGATION. This special provision will be used by the Department to satisfy the requirements of the Illinois Procurement Code, 30 ILCS 500/45-57. It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified Service-Disabled Veteran-Owned Small Businesses (SDVOSB) and Veteran-Owned Small Businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific Veteran Small Business participation goal of <u>0.00%</u> based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this contract.

The Veteran Small Business participation goal is applicable to all bids. In addition to the other award criteria established for this contract, the Department will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

<u>VETERAN SMALL BUSINESS CERTIFIED VENDOR LOCATOR REFERENCES</u>. Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business as well as the directories of other certifying agencies, but firms must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer (see Title 44 Illinois Administrative Code Sec. 20.530).

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply with this special provision will render the bid nonresponsive or not responsible.

At the time of the bid, Vendor, or Vendor's proposed subcontractor, must be certified with CMS as a VOSB or SDVOSB.

Following are guidelines for Vendor's completion of the Utilization Plan.

(a) The bidder shall submit a Veteran Business Program (VBP) Utilization Plan. The format for the VBP Utilization Plan is included in this special provision.

- (b) Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either:
 - (1) met the entire contract goal;
 - (2) made good faith efforts towards meeting the entire goal; or
 - (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.
- (c) If the bidder is a joint venture comprised of Veteran Business Enterprises (VBE) companies and non-VBE companies, the plan must also include:
 - (1) A clear identification of the portion of work to be performed by the VOSB/SDVOSB partner(s); and
 - (2) An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Department may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Department in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder nonresponsive or not responsible. The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved.

GOOD FAITH EFFORT PROCEDURES. Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid. Vendors may not be permitted to correct goal deficiencies after bid due dates. The Department will consider the quality, quantity, and intensity of Vendor's efforts but if the Department determines that a Vendor did not demonstrate good faith efforts towards meeting the goal on the bid, the bid may be deemed nonresponsive or not responsible.

The Utilization Plan contains a checklist of actions that the Department will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases.

- (a) In evaluating Vendor's good faith efforts, the Department may consider whether the ability of other bidders to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- (b) If the Department determines that Vendor has made good faith efforts to meet the goal, the Department may award the contract provided that Vendor is otherwise eligible for award.

(c) If the Department determines that good faith efforts have not been met, the bidder may be determined to be nonresponsive or not responsible.

CALCULATING CERTIFIED VOSB/SDVOSB VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by the VOSB/SDVOSB vendors. Applicable guidelines for counting payments attributable to contract goals are listed below:

- (a) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (1) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Department shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - (2) A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Department shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- (b) The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid.
- (c) A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.

- (d) A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers.
 - (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (e) Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- (f) A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

CONTRACT COMPLIANCE. Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal. Vendors are encouraged to seek VOSB/SDVOSB firms during the course of performing the contract.

- (a) NO AMENDMENT. The Utilization Plan may not be amended after contract execution without the Department's prior written approval.
- (b) CHANGES TO WORK. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Department. Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances and possibly others on a case-by-case basis:

- (1) Unavailability after receipt of reasonable notice to proceed;
- (2) Failure of performance;
- Financial incapacity;
- (4) Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;
- (5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (6) Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements:
- (7) The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- (8) Decertification of the certified VOSB/SDVOSB vendor.

If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Department in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Department will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

Where Vendor has established the basis for the substitution to the Department's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.

When adding a VOSB/SDVOSB, a new certified VOSB/SDVOSB vendor agreement should be executed and submitted to the Department with the appropriate subcontractor approval forms prior to the subcontractor's performance of work on the project.

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Department to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Department shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 15 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

The Department will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Department to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

The Department reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

RETURN WITH BID

VETERAN BUSINESS PROGRAM (VBP) UTILIZATION PLAN

The V	BP Utilization Plan includes the Letters of Intent and Good Faith Efforts.
accord certifie We un	or) submits the following Utilization Plan as part of our bid or offer in ance with the requirements of the (VBP). We understand that all subcontractors must be d with the CMS Veteran Small Business Program at the time of submission of all bids derstand that compliance with this section is an essential part of this contract and that the tion Plan will become a part of the contract, if awarded.
Vendo	r submits the following statement:
	Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
	Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
	Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

RETURN WITH BID

Vendor's person responsible for o	compliance:	
Name:	Title:	
Telephone:	Email	
DEMONSTRATION OF GOOD I	FAITH EFFORTS TO ACHIEN	/E GOAL AND REQUEST FOR
If the Veteran Small Business Procedures and Guidelines outlin utilization plans. Vendors provioust complete and submit the Gubmit Good Faith Effort docume or not responsible and cause it Insufficient Good Faith Effort dresponsible.	ned in Contract Compliance widing Good Faith Effort docum Bood Faith Effort Contact Logentation in its entirety shall rerito be rejected or render Vender.	ill be used to evaluate submitted nentation and request for waiver with the bid or offer. Failure to nder Vendor's bid nonresponsive dor ineligible for contract award.
Below is a checklist of actions th Faith Efforts and Request for Wa the following actions are not comwhy such action was not comple Business participation in addition efforts.	liver. Please check the actions npleted, please attach a detail eted. If any other efforts were	s which you completed. If any of led written explanation indicating e made to obtain Veteran Small
VOSB/SDVOSB vendors and at a minimum emai	within the respective commod	ns/business to identify certified lity/service codes denoted above it quotes from all vendors who lls.
conference, advertising a vendors that have the cap this interest within suffice respond to the solicitation VOSB/SDVOSB vendors solicitations and encoura interested certified VOSB.	and/or written notices) the interpolation witten notices) the interpolation to perform the work of the certification. Vendor must determine are interested by taking approper them to submit a bid or placed them.	(e.g., attendance at a vendor rest of certified VOSB/SDVOSB the contract. Vendor must solicitied VOSB/SDVOSB vendors to e with certainty if the certified ropriate steps to follow up initial proposal. Vendor must provide uate information about the plans, timely manner to assist them in
to increase the likelihoo appropriate, breaking out	od that the goal will be ac contract work items into econd vendor participation, even whe	VOSB/SDVOSB vendors in order thieved. This includes, where omically feasible units to facilitate an Vendor might otherwise prefer

 Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
RETURN WITH BID
Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
 Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons.
 Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the State.
 Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

RETURN WITH BID

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified Veteran Small Business Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

RETURN WITH BID

LETTER OF INTENT (LOI)

BETWEEN PRIME VENDOR AND CERTIFIED VETERAN SMALL BUSINESS VENDOR

Instructions: The Bidder is required to submit a separate, signed LOI from each identified certified VOSB/SDVOSB vendor (hereinafter "certified vendors"). **LOIs must be submitted with the Bid and must be signed by both parties**. The Prime Bidder shall not prohibit or otherwise limit certified vendor(s) from providing bids or quotes to other potential bidders. Each LOI shall include the dollar amount, percentage, and scope of work to be performed by each identified certified vendor. All LOI's shall be subject to Department approval.

Any changes involving or affecting the identified certified vendor(s) may not be permitted without written approval of the Department.

Contract Number:	
Name of Vendor:	Name of Contact Person:
Address:	
City, State and Zip:	
Telephone: Fax: Email:	
Name of Certified Veteran Small Business V	/endor: Name of Contact Person:
Address:	
City, State and Zip:	
Telephone: Fax: Email:	
Proposed % of Contract to be performed by	the certified vendor firm:
Proposed dollar amount of Contract to be pe	•
Description of work to be performed by the o	certified vendor firm:
	by agree that upon the execution of a contract for nd the State of Illinois, the certified vendor will e as indicated above.
Bidder (Company Name or D/B/A):	Certified Vendor (Company Name or D/B/A):
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SEE SHEET NO. 2

STATE STANDARDS SEE SHEET NO. 2

STATE OF ILLINOIS

TOTAL SHEET SHEETS NO.

COUNTY

HENRY

(37-1) PATCHING-1 SECTION

RTE.

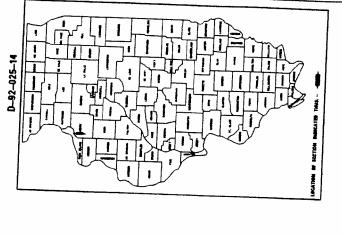
64K09

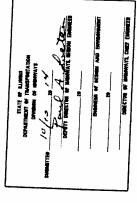
DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

HIGHWAY PLANS **PROPOSED**

FAI ROUTE 80 (I-80) SECTION (37-1) PATCHING-1

HENRY COUNTY C-92-052-14





PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

DISTRICT 2, DIXON

T-17-N

SECTION BEGINS STA. 311 + 53

SECTION ENDS STA. 569 + 62

TOWNSHIPS (SECTIONS): COLONA (1, 2, 11, 12, 13, 14, 23, 24, 35, 36)

JULLE
JOHN VILLY LOCATION INFORMATION FOR EXCAVATION
1-88 -882-812
OR 811

PROJECT ENGINEER: BECKY MARRUFFO SOUAD LEADER: JENNIFER LUBBS (815)284–5958

CONTRACT NO. 64K09

FAI ROUTE 80 (1-80)

SECTION (37-1) PATCHING-1

GROSS LENGTH = 25,809 FT. = 4,888 MILES Net Length = 25,809 FT. = 4,848 MILES

HENRY COUNTY

FAI 80 (I-80) (37-1)PATCHING-1 D92-025-14 Henry County Contract #64K09 Page 2 of 21

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Page	Description
1	COVER SHEET
2	INDEX OF SHEETS AND STANDARDS
3 - 4	SUMMARY OF QUANTITIES
5 - 6	GENERAL NOTES
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8 - 10	SCHEDULE OF QUANTITIES
11 - 15	PATCHING SCHEDULES
16	SUBGRADE REPLACEMENT (97.4)
17	PERMANENT SURVEY MARKERS, TYPE II & WITNESS MARKER FOR THE
18 - 20	· · · · · · · · · · · · · · · · · · ·
21	TYPICAL PAVEMENT MARKINGS (41.1) PAINTING DETAILS (44.1)

State Standards

000001-06 001001-02 001006 420001-08 420701-02 442001-04 701006-05 701101-04 701400-08 701401-09 701411-09 701426-07 701428 701901-04 720011-01 728001-01 729001-01 780001-05 781001-03	Standard Symbols, Abbreviations and Patterns Areas of Reinforcement Bars Decimal of an Inch and of a Foot Pavement Joints Pavement Fabric Class A Patches Off-Road Operations, 2L, 2W, 15' to 24" From Pavement edge Off-Road Operations, Multilane, 15' to 24" From Pavement edge Approach to Lane Closure, Freeway/Expressway Lane Closure, Freeway/Expressway Lane Closure, Multilane, at Entrance or Exit Ramp, for Speeds > 45 MPH Lane Closure, Multilane, For Intermittent or Moving Oper., for Speeds > 45 MPH Traffic Control Setup and Removal Freeway/Expressway Traffic Control Devices Metal Posts For Signs, Markers and Delineators Telescoping Steel Sign Support Applications of Types A & B Metal Posts (For Signs & Markers) Typical Pavement Markings Typical Applications Raised Reflective Pavement Markers
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FAI 80 (1-80)
(37-1)PATCHING-1
D92-025-14
Henry County
Contract #64K09
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SUMMARY OF QUANTITIES

			1186021
			9000
CODE			100% STATE
NUMBER	PAY ITEM	TINO	GRAND
30300106	AGGREGATE SUBGRADE IMPROVEMENT 6"		IOIAL
30300112	AGGREGATE SUBGRADE IMPROVIDED	SQ YD	613
4400004	TO THE INTROVEMENT 12"	SQ YD	31
44200610	CLASS A PATCHES, TYPE II, 13 INCH	47.00	5
44200612	CLASS A PATCHES, TYPE III. 13 INCH	SQYD	1,269
44200614	CLASS A BATCHES TYPE BY 18 11 11 11 11 11 11 11 11 11 11 11 11	SQ YD	221
	TOTAL STATE IV, 13 INCH	SO YD	4 675
44213000	PATCHING REINFORCEMENT		7/C',1
44213200	SAW CUTS	SQ YD	3,063
44213204	TIE DADO OV	FOOT	13,132
_	HE DARS 3/4"	L	
66700305	PERMANENT SURVEY MARKERS. TYPF II	EACH	565
67000400	:	EACH	3
	LINGUINEER S FIELD OFFICE, TYPE A		
67100100	MOBILIZATION	CALMO	7
70100420	TO A CITIES OF STREET	L SUM	
- 1	I HAFFIC CONTROL AND PROTECTION, STANDARD 701411		
70100800	TRAFFIC CONTROL AND BROTIFOTION CERTIFICATION	EACH	16
	STANDARD 701401	CLINA	
		LOCIVI	*

FAI 80 (1-80)
(37-1)PATCHING-1
D92-025-14
Henry County
Contract #64K09
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SUMMARY OF QUANTITIES

URBAN 0005	100% STATE	UNIT GRAND	CAI DA	00	L SUM	FOOT	184	SQ FT 61		FOOT 206,500	FOOT 2E 914	10,02	FOOT 15,560		1,650	FACH	130	CAL MO 4		SQ YD 613
		PAY ITEM	TRAFFIC CONTROL SURVEILLANCE	NIGHTTIME WORK ZONE LIGHTING	TOOLIO	SHORI-IERM PAVEMENT MARKING	WORK ZONE PAVEMENT MARKING BEMOVAL		PAIN I PAVEMENT MARKING - LINE 4"	PAINT PAVEMENT MADIZING 1 1117 2		PAINT PAVEMENT MARKING - 1 INF 8"		PAINT PAVEMENT MARKING - LINE 12"	BAISED BEEL ECTIVE BAYES IN THE STATE OF THE	TOTAL TECTIVE PAVEMENT MARKER	SPEED DISPLAY TRAILER		GEOTECHNICAL REINFORCEMENT	* ODECIAL TV. ITELS.O
		CODE	/0103815	70200100	70300400	00100007	70301000		01110007	78001130		78001140		06110007	78100100		X7010410		70028415	*

GENERAL NOTES

All Borrow/Waste/Use sites must be approved by the Department prior to removing any material from the project or initiating any earthmoving activities, including temporary stockpiling outside the limits of construction.

The Contractor shall seed all disturbed areas within the project limits. Class 2A shall be used on front slopes and ditch bottoms. Class 4 shall be used on all backslopes and areas behind the backslope, and beyond the toe of front slope on fill sections without ditches. This work will be included in the contract unit price per Square Yard for CLASS A PATCHES.

Fertilizer shall be applied to all disturbed areas and incorporated into the seedbed prior to seeding or placement of sod at the rate specified in Sections 250 and 252 of the Standard Specifications. This work shall be included in the cost of CLASS A PATCHES.

Mulch Method II shall be applied over all seeded areas. This shall be included in the cost of the CLASS A PATCHES.

All "Aggregate Subgrade Improvement" (Section 303), shall be completed in accordance with Articles 311.04, 311.05, 311.05(a), 311.06 and 311.07. All aggregate subgrade thicknesses equal to or less than 12 inches shall be constructed of aggregate of CA02 gradation. All aggregate subgrade thicknesses greater than 12 inches shall be constructed of CS02.

When laying out for patching, the minimum distance between new patches (saw cut to saw cut) shall be 15 feet. When patch spacing is less than 15 feet, the pavement between patches shall also be removed and replaced.

All mandatory joint sealing for Class A patches as shown on the plans will not be measured for payment. Optional sawing of the joint for the sealant reservoir will not be measured for payment.

For all concrete patching that will not be resurfaced, the concrete shall be struck off flush with the existing pavement surface at each end of the patch.

The contractor shall place the Patching Reinforcement 6.25" (4.25" average overlay plus 2" clearance) below the surface of the patches to account for future milling projects.

The Engineer reserves the right to check all patches for smoothness by the use of a 10' rolling straight edge set to a 3/16" tolerance in the wheel paths. Any patch areas higher than 3/16" must be ground smooth with an approved grinding device consisting of multiple saws. The use of bushhammer or other impact devices will not be permitted. Any patch with depressions greater than 3/16" shall be repaired in a manner approved by the Engineer.

The mandatory saw cuts for pavement patching are:

<u>Class A Patch</u>: Cut two transverse saw cuts at each end of the patch; one full depth and one partial depth. The longitudinal edges of the patch shall be cut full depth. When the patch is adjacent to a pcc shoulder, two saw cuts along the shoulder will be required.

The mandatory saw cuts will be paid for at the contract unit price per Foot for SAW CUTS.

Pavement Marking shall be done according to Standard 780001, except as follows:

 Centerline Skip Dash Pavement Marking on multi-lane divided, multi-lane undivided, and oneway roadway shall be according to District Standard 41.1.

PERMANENT SURVEY MARKERS, TYPE II, shall be set near the following intersections or as directed by the Engineer:

- 1. 2050N and I-80
- 2. Cleveland Road and I-80
- 3. Rock River and I-80

Estimated 3 Each.

Permanent Survey Markers, Type II shall be cast-in-place as shown on District Standard 66.2. Option 2 would be to install a vaulted style, monumented as described by NGS as a 3D monument (Top Security Sleeve Rod Monument), with installation instructions provided by the District Chief of Surveys. If poured in place, the bottom of the marker shall be 5'-0" below the ground surface.

The Contractor shall submit to the Engineer a description of location, elevation, and coordinates for each permanent survey marker. The horizontal coordinates must be derived by GPS and the elevation derived using an electronic level. The meta data, such as the Geoid used, (NGS adjustment ie: 97 HARN, 03, 07), and the base point(s) name or number shall be submitted along with a complete collection log. If collected using RTK method, it will require either 3 collections (averaged) from 2 different bases, or a minimum of 3 collections (averaged), at least 2 hours apart, from the same base. If using a CORS type network, the collection procedure shall include localizing with check shots on at least 2 different HARN monuments both before and after collection. The level circuit shall be run from furnished mark to furnished mark and then adjusted. The error of closure shall be submitted with the electronic level notes in a recognized format approved by the Engineer and/or the Chief of Surveys. The Engineer shall submit this information to the District Chief of Surveys.

Work on this project will be in progress at the same time as work on the 64C05. Work on these projects shall be scheduled to keep interference between all the projects to a minimum. The contractors shall inform each other of progress of the projects and give fair warning to the other contractors when a problem might be encountered.

The Contractor shall be responsible for protecting utility property during construction operations as outlined in Article 107.31 of the Standard Specifications. A minimum of 48 hours advance notice is required for non-emergency work. The JULIE number is 800-892-0123. The following listed utilities located within the project limits or immediately adjacent to the project construction limits are members of JULIE:

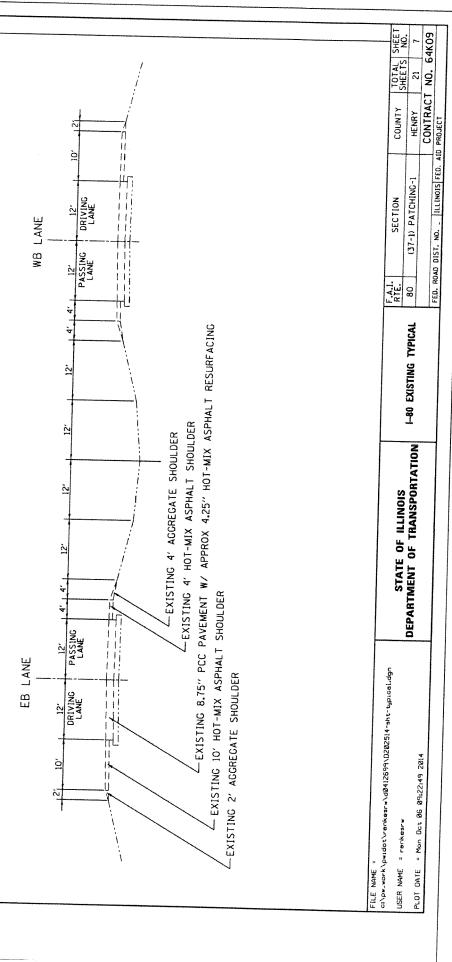
Geneseo Telephone Company (309) 944-8025 Mid-American Energy Company (309)793-3704 Mid-American Energy Company (309)793-3760 City of Geneseo (309) 944-8424

AT&T (309) 757-4707 Mediacom (309) 743-4750 MCI World Com (972) 729-6016 City of Colona (309) 792-0571

IDOT is not a member of JULIE. If you are near any overhead lighting, intersection lighting or traffic signals, contact the IDOT Traffic Office at 815/284-5469 at least 48 hours prior to work.

I-80 EXISTING TYPICAL

PAVEMENT PATCHING, 13" (8.75" CONCRETE WITH 4.25" HMA OVERLAY)



SCHEDULE OF QUANTITIES

30300112	SQ YD 30.6 30.6 TO	ERADE IMPROVEMENT 12" LOCATION 5% of 6" Sub-Base (in	areas where poor soil is encountered)
66700305	PERMANENT SUR	/EY MARKERS, TYPE II	
	EACH 3 TOT	LOCATION Entire Job	<u>REMARKS</u> Near: 2050 N, Cleveland Rd & Rock River
70300100	SHORT-TERM PAVI	EMENT MARKING	
	FOOT EB 24.0 24.0 48.0 WHIT	LOCATION Entire EB section Entire EB section E TOTAL	REMARKS CL - For Patch Lengths 40' or greater Outside Edge - For Patch Lengths 40' or greater
	68.0 68.0 136.0 WHITE		CL - For Patch Lengths 40' or greater Outside Edge - For Patch Lengths 40' or greater
70301000		MENT MARKING REMOVA	L REMARKS

EB	EGGATION	<u>REMARKS</u>
8.0 16.0 WHI	Entire EB section Entire EB section TE TOTAL	CL - For Patch Lengths 40' or greater Outside Edge - For Patch Lengths 40' or greater
WB 22.7 22.7 45.3 WHIT		CL - For Patch Lengths 40' or greater Outside Edge - For Patch Lengths 40' or greater

SCHEDULE OF QUANTITIES

78001110	PAINT PAVEME	NT MARKING - L	INE 4"	2 Coats	
	FOOT	LOCATIO	<u>N</u>		<u>REMARKS</u>
	<u>EB</u> 51560.0 <u>WB</u>	RT Sta.	311+85.0 TO	569+65.0	1 White Solid Outside Edge Line
	51682.0	LT Sta.	311+59.0 TO	570+00.0	1 White Solid Outside Edge Line
	103242.0 W	HITE TOTAL			The Patendo Lago Line
	<u>EB</u> 51600.0 WB	RT Sta.	311+73.0 TO	569+73.0	1 Yellow Solid Inside Edge Line
	51658.0	LT Sta. LLOW TOTAL	311+62.0 TO	569+91.0	1 Yellow Solid Inside Edge Line
	206500.0 GR				2040 2110
	200300.0 GH	AND TOTAL			
78001130	PAINT PAVEMEN	T MARKING - LIN	<u>NE 6"</u>	2 Coats	
	FOOT EB	LOCATION	Į.		REMARKS
	12892.5 WB	RT Sta.	311+83.0 TO	569+68.0	1 White Centerline Skip Dash
	12918.5 25811.0 WH	LT Sta. ITE TOTAL	311+59.0 TO	569+96.0	1 White Centerline Skip Dash
	25811.0 GR				
78001140	PAINT PAVEMENT	MARKING - LIN	<u>E 8"</u>	2 Coats	
	FOOT EB	LOCATION			REMARKS
	1560.0	RT Sta.	EB Cleveland Rd (Off Ramp	2 White outside gore stripes
	1280.0 100.0	RT Sta.	EB Cleveland Rd (n Ramp	2 White outside gore stripes
	1560.0	RT Sta. RT Sta.	EB Cleveland Rd C	n Ramp	5 White gore skip dashes
	1080.0	RT Sta.	EB US 6 Off Ramp EB US 6 On Ramp		2 White outside gore stripes
	720.0	RT Sta.	EB I-280 Off Ramp	•	2 White outside gore stripes
	600.0	RT Sta.	EB I-280 On Ramp		2 White outside gore stripes
	100.0	RT Sta.	EB I-280 On Ramp		2 White outside gore stripes
	<u>WB</u>				5 White gore skip dashes
	720.0	LT Sta.	WB I-280 Off Ramp)	2 White outside gore stripes
	100.0	LT Sta.	WB I-280 Off Ramp)	5 White gore skip dashes
	1280.0 1120.0	LT Sta.	WB I-280 On Ramp)	2 White outside gore stripes
	2080.0	LT Sta. LT Sta.	WB I-280 On Ramp		56 White gore skip dashes
	960.0	LT Sta.	WB US 6 Off Ramp		2 White outside gore stripes
	100.0	LT Sta.	WB US 6 On Ramp		2 White outside gore stripes
	1560.0	LT Sta.	WB US 6 On Ramp WB Cleveland Rd C		2 White outside gore stripes
	640.0	LT Sta.	WB Cleveland Rd C	n ramp	2 White outside gore stripes
	15560.0 WHIT	E TOTAL	s.s.ciana na C	ar ramp	2 White outside gore stripes
	15560.0 GRAN				

D92-025-14 FAI 80 (37-1)PATCHING1 HENRY64K09 SHEET 10 OF 21

SCHEDULE OF QUANTITIES

78001150	PAINT PAVEMENT	MARKING - LINE	E 12" 2 Coats			
	FOOT EB	LOCATION		REMARKS		
	264.0	RT Sta.	EB Cleveland Rd Off Ramp	12 White Diagonal Strings (supplemental)		
	264.0	RT Sta.	EB US 6 Off Ramp	12 White Diagonal Stripes (averaged 11' each)		
	176.0	RT Sta.	EB US 6 On Ramp	12 White Diagonal Stripes (averaged 11' each)		
	110.0	RT Sta.	EB I-280 Off Ramp	8 White Diagonal Stripes (averaged 11' each)		
	88.0	RT Sta.	EB I-280 On Ramp	5 White Diagonal Stripes (averaged 11' each)		
	<u>WB</u>		Lo : Loo on Hamp	4 White Diagonal Stripes (averaged 11' each)		
	110.0	LT Sta.	WB I-280 Off Ramp	5 White Diagonal Chinas (
	374.0	LT Sta.	WB US 6 Off Ramp	5 White Diagonal Stripes (averaged 11' each)		
	264.0	LT Sta.	WB Cleveland Rd Off Ramp	17 White Diagonal Stripes (averaged 11' each)		
	1650.0 WHIT	E TOTAL	112 Clovolario Fid On Hamp	12 White Diagonal Stripes (averaged 11' each)		
	1650.0 GRAN	ND TOTAL				

78100100

RAISED REFLECTIVE PAVEMENT MARKER

<u>EACH</u>		LOCATION
130		At Patch Locations
130	TOTAL	

REMARKS Estimated 1 per patch D92-025-14 FAI 80 (37-1)PATCHIN31 HENRY64K09 SHEET 11 OF 21

EASTBOUND (HEADING SOUTH) CLASS A PATCHES, 13" (I-80)

Column C	Flank Plank Plan		PATCH	10		000	44200612	.219	44200614*		442 3204*	44213000	303001001	
Figure F	Column C	STATION	PLANE	DI AME	1	7 3		E 3	TYPE 4		TIE	PATCH BEIN	-	20028415
C	C		(foot)	(foot)	1	(vd2)	-	DLANE	PLANE DLANE		BARS, 3/4"	FORCEMT	200	REINE
1	1	AST BOUND					1	100	(yas) (yas)	9	(each)	(yd2)		(000)
Secondary Color Secondary	Secondary Seco	320+68	9		8.0									1
6 80 </td <td> Column C</td> <td>323+45</td> <td></td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>8.0</td>	Column C	323+45		9		8.0				8		8.0	8.0	8.0
8 8 8 9 9 9 9	8 8 9 9 9 9 9	328+30	9		8.0					8		8.0	8.0	8.0
2 6 80 <td>6 80 80 90 80<!--</td--><td>339+58</td><td>9</td><td></td><td>8.0</td><td></td><td></td><td></td><td></td><td>8</td><td></td><td>8.0</td><td>8.0</td><td>8.0</td></td>	6 80 80 90 80 </td <td>339+58</td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>8.0</td>	339+58	9		8.0					8		8.0	8.0	8.0
6 80 </td <td>6 80<!--</td--><td>281+52</td><td>9</td><td></td><td>8.0</td><td></td><td></td><td></td><td></td><td>8</td><td></td><td>8.0</td><td>8.0</td><td>8.0</td></td>	6 80 </td <td>281+52</td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>8.0</td>	281+52	9		8.0					8		8.0	8.0	8.0
0 6 80 <td>0 6 80<td>346+80</td><td>9</td><td></td><td>8.0</td><td></td><td></td><td></td><td></td><td>8</td><td></td><td>8.0</td><td>8.0</td><td>80</td></td>	0 6 80 <td>346+80</td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>80</td>	346+80	9		8.0					8		8.0	8.0	80
3 6 80 <td>3 5 80<td>349+80</td><td>9</td><td></td><td>8.0</td><td></td><td></td><td></td><td></td><td>8</td><td></td><td>8.0</td><td>8.0</td><td>80</td></td>	3 5 80 <td>349+80</td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>80</td>	349+80	9		8.0					8		8.0	8.0	80
9 23 80 </td <td>9 23 80<!--</td--><td>358+43</td><td></td><td>9</td><td></td><td>8.0</td><td></td><td></td><td></td><td>8</td><td></td><td>8.0</td><td>8.0</td><td>0.00</td></td>	9 23 80 </td <td>358+43</td> <td></td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>8.0</td> <td>0.00</td>	358+43		9		8.0				8		8.0	8.0	0.00
5 6 80 107 108 118	6 8 8 9 11 307 307 1 4 1 4 1 4 1 307 307 1 1 6 107 107 107 107 107 107 107 107 107 107 107 107 108 80	265+29	23						- 00	8		8.0	8.0	000
0 8 107	6 8 107 108 108 109 80	363+45	9		8.0				30.7	\$	11	30.7	30.7	20.2
1	17	384+40	80	8	10.7	10.7				8		8.0	8.0	3
1	1,	434+21	252	9		8.0				128		21.3	21.3	21.3
10	Column C	443+76	17	17			22.7	207		9		8.0	8.0	8.0
1	1	420+00	9	9	8.0	8.0				ğ		45.3	45.3	45.3
12 12 16 16 16 16 16 16	12 12 16 16 16 16 16 16	460+54		9		8.0				02.0		16.0	18.0	16.0
4 6 80 80 72 160	4 6 80 80 72 60 160	61+104		12				16.0		38		8.0	8.0	8.0
1	5 20 80 96 96 80 </td <td>460+1</td> <td></td> <td>9</td> <td></td> <td>8.0</td> <td></td> <td></td> <td></td> <td>7/2</td> <td></td> <td>16.0</td> <td>16.0</td> <td>16.0</td>	460+1		9		8.0				7/2		16.0	16.0	16.0
2/7 10 860 200 130 150 160	2/7 10 13.3 13.3 13.5 14.5 16.0 16	470-00		20			-		787	88		8.0	8.0	8.0
6 6 80 133 80 130 140 160	6 6 80 80 80 980 980 980 980 980 980 980 980 980 980 980 980 183 183 183 183 183 183 183 183 183 183 183 180	479+58	/2	1					+	100	2	26.7	26.7	26.7
6 8.0 8.0 8.0 8.0 1.3 1.3.0 1.6.0	6 8.0 8.0 8.0 8.0 13.3 13.0 16.0 </td <td>480.26</td> <td>,</td> <td>0</td> <td></td> <td>13.3</td> <td></td> <td></td> <td></td> <td>203</td> <td>2</td> <td>36.0</td> <td>36.0</td> <td>36.0</td>	480.26	,	0		13.3				203	2	36.0	36.0	36.0
i 6 8.0 8.0 8.0 8.0 10.0 15.0 16.0	i 6 8.0 8.0 8.0 8.0 10.0 16.0	480+71	٥	9	8.0	8.0				865		13.3	13.3	13.3
6 8.0 8.0 8.0 10.0 15.0<	6 8 8 9 10 150 160	483+23	9	0	8.0	8.0				120		16.0	16.0	16.0
50 8.0 8.0 6.6 120 16.0 16.0 71 8.0 8.0 66.7 146 24 66.7 16.0	50 80 80 80 66.7 180 160	484+11	0 4	0 0	0.0	8.0	8			120		16.0	16.0	16.0
66.7 148 24 66.7 18.0 18	50 30 66.7 148 24 66.7 67.3 </td <td>506+95</td> <td></td> <td>0 5</td> <td>8.0</td> <td>8.0</td> <td></td> <td></td> <td></td> <td>120</td> <td></td> <td>10.0</td> <td>16.0</td> <td>16.0</td>	506+95		0 5	8.0	8.0				120		10.0	16.0	16.0
6 80 80 947 190 35 947 967 63 63 80 80 80 80 80 80 7 93 80 173 80 173 840 840 840 8 13 80 173 173 173 173 173 173 14 6 80 187 187 80	63 80 94.7 190 35 94.7 90.7 63 63 80 80 80 80 80 27 80 80 84.0 174 31 84.0 84.0 8 13 8.0 80 102 13 84.0 84.0 84.0 84.0 84.0 84.0 86.0<	512+80		3 5					66.7	148	24	10.0	16.0	16.0
63 60 84.0 174 31 84.0 86.0 </td <td>63 60 60 807 847 27 93 840 174 31 840 840 8 13 93 173 840 840 840 8 13 173 173 173 173 173 173 14 6 80 187 80 187 80</td> <td>514+30</td> <td></td> <td>- 9</td> <td></td> <td>000</td> <td></td> <td></td> <td>94.7</td> <td>98</td> <td>35</td> <td>7 7</td> <td>79.7</td> <td>299</td>	63 60 60 807 847 27 93 840 174 31 840 840 8 13 93 173 840 840 840 8 13 173 173 173 173 173 173 14 6 80 187 80 187 80	514+30		- 9		000			94.7	98	35	7 7	79.7	299
27 8 84.0 174 31 84.0 62 36.0	84.0 174 31 84.0 86.0 86.0 74 77 17.3 17.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 </td <td>515+17</td> <td></td> <td>63</td> <td></td> <td>0.0</td> <td></td> <td></td> <td></td> <td>8</td> <td></td> <td>8.0</td> <td>i a</td> <td>3,0</td>	515+17		63		0.0				8		8.0	i a	3,0
8 13 9.3 17.3 66 16.2 13 36.0	8 17 93 17.3 36.0 13.0 36.0 47.3 17.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 18.0 </td <td>516+03</td> <td></td> <td>27</td> <td></td> <td></td> <td></td> <td></td> <td>0.78</td> <td>174</td> <td>31</td> <td>84.0</td> <td>0 78</td> <td>0.0</td>	516+03		27					0.78	174	31	84.0	0 78	0.0
8 13 17.3 62 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 17.0 18.0 1	8 13 17.3 62 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 9.3 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 17.0 18.0	518+60		7		9.3		1	36.0	102	13	36.0	36.0	0.45
8 10.7 10.7 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 10.7 10	8 10.7 74 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 17.3 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 18.7 18.7 18.7 18.7 40.0	519+66		13				17.3		ଅ		9.3	9.3	0.00
14 8.0 8.0 18.7 68.0 16.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 10.7 18.0 8.0 8.0 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 40.0<	14 8.0 8.0 10.7 10.	559+80	8		10.7			2		74		17.3	17.3	17.3
14 51 18.7 18.7 68.0 76 18.7 40.0<	14 51 48.7 68.0 76 8.0	084870		9		8.0		+		8		10.7	10.7	10.7
51 68.0 150 25 68.0 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.0 68.0 68.0 68.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 80.0	51 78 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.7 18.0 68.0 68.0 68.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 40.0 80.	232+62	41				18.7	+		93		8.0	8.0	8.0
30 80 80 680 680 680 680 680 680 680 680 680 690 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 80	30 80 80 680 680 680 680 680 680 680 680 680 680 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 400 80	333+8/		51				+	0.02	8)		18.7	18.7	18.7
6 8.0 8.0 40.0 80.0	6 8.0 8.0 40.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 80.0 40.0 40.0 40.0 40.0 80.0	17+09		8					0.00	200	52	68.0	0.89	68.0
6 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 8.0 24.0	6 8.0	545.66		9		8 .0			Pier	80	14	40.0	40.0	40.0
22 80<	22 80<	545.66	٥		8.0		21			88		8.0	8.0	8.0
6 6 80 80 24.0 84 29.3 29.3 6 80 80 120 16.0 16.0	6 6 8.0 8.0 24.0 29.3 29.3 29.3 6 8.0 8.0 8.0 120 16.0 16.0 16.0	546.40		22					20.3	88	,	8.0	8.0	8.0
6 8.0 8.0 24.0 24.0 6 8.0 6.0 6.0 16.0	6 8.0 8.0 120 24.0 24.0 6 8.0 16.0 16.0 8.0 8.0 8.0 8.0	551+50	9	18				24.0	City	26	2	29.3	29.3	29.3
80 80 16.0	8.0 8.0 16.0 16.0 16.0 8.0 8.0 8.0 8.0 8.0	552,77	•	9	8.0	8.0				567		24.0	24.0	24.0
	8.0			9		8.0				38		16.0	16.0	16.0

D92-025-14 FAI 80 (37-1)PATCHING1 HENRY64K09 SHEET 12 OF 21

EASTBOUND (HEADING SOUTH) CLASS A PATCHES, 13" (I-80)

	TOUTONS									•		31 LET 12 OF 21
	DATO:	4420	44200610*	4420	44200612*	4420	44200614*	44213200*	440400044			
STATION	- 1	-)E 2	IXI	TYPE 3	TVE	TYDE A	CAN 01170	44213204	44213000*	30300106*	Z0028415*
	P LANE D LANE	PLANE	D LANE	P LANE	DIANE	DIANE	744.0	SAW COIS	<u> </u>	PATCH REIN-	AGG SUBG	GEOTECH
	(foot) (foot)	(vd²)	(vd2)	(1,042)		יני יי	۱.	(4W+ZL)	BARS, 3/4"	FORCEMT	IMPR 6"	REINE
555+59	9 9	8.0	0 0		(An.)	(304)	(yd²)	(foot)	(each)	(yd²)	(vd²)	(1042)
259+58	9	0 8	?					120		16.0	700	
562+60	10	0.0						99		200	0.00	16.0
563458	1	13.3	8.0			,		128		0.0	8.0	8.0
564.50		8.0						071		21.3	21.3	21.3
60++00		8.0	8.0					8		8.0	8.0	8.0
57+50C	20 20					7 90	7007	021		16.0	16.0	16.0
אטוטי אווחוייי	WILLIN FULURE 64B78 RECONSTRUCTION AREA	CTION AREA		THESE AF	IN CASE THESE ABEAS BDEAK ID MOBIL RIPHIS OF 1/6	70.7	70.7	1/6	6	53.3	53.3	53.3
405+03	9 9	8.0				DE LO SI	E DUMING	STAGING)				0.00
412+04	12			0.04				120		160	16.0	
412+73	9			0.0				72		200	0.0	16.0
120.61			8.0					100		0.0	16.0	16.0
1040.40	10 10	13.3	13.3				1	36		8.0	8.0	8.0
0/+126	10	13.3						36		26.7	26.7	26.7
423+33	9	8.0						808		13.3	13.3	13.3
47/+48	9 9	8.0	8.0					36		8.0	8.0	8.0
								071		16.0	16.0	16.0
	SUBTOTALS:	229.3	214.7	57.3	C C	6000	0 011					
					2:25	95.0	4/2.0	2080.0	194.0	1146.7	1146.7	1146.7
	TOTAL	444.0	0	137.3	-	100					20%	20%
						5000		2080.0	194.0	1146.7	2203	0000
* ADDITIONAL	* ADDITIONAL QUANTITY IS ON WIR DATCHING SO.	O CHAIR OF A										663.3

* ADDITIONAL QUANTITY IS ON WB PATCHING SCHEDULE

D92-025-14 FAI 80 (37-1)PATCHING1 HENRY64K09 SHEET 13 OF 21

WESTBOUND (HEADING NORTH) CLASS A PATCHES, 13" (I-80)

	LENG	LENGTH OF	4450	44200610*	44200612*	4490000444			1		
STATION	PATCH	摄	ΥT	ā	TYPE 3	TYPE A	44213200*	44213204*	44213000*	30300106*	Z0028415*
	(foot)	D LANE	P LANE	-		P LANE		IIE BARS, 3/4"	PATCH REIN- FORCEMT	AGG SUBG	GEOTECH
WEST BOUND:		750		(\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(ya²) (yd²)	(yd²) (yd²)	(foot)	(each)	(vd²)	(vrl²)	MEINF (1942)
269+58		20									(pk
569+38	10		13.3			299	148	24	99.7	66.7	66.7
252+88		9		8.0			89		13.3	13.3	13.3
551+85		10		13.3			09		8.0	8.0	8.0
550+91		9		8.0			89		13.3	13.3	13.3
543+90		74				7 00 7	09		8.0	8.0	8.0
54/+28		9/				98.7	196	36	98.7	98.7	98.7
242+8/		9		8.0		101.3	500	37	101.3	101.3	101.3
244+06	10		13.3				38		8.0	8.0	8.0
292+82		15			20.0		8 6		13.3	13.3	13.3
534.04	9		8.0				8/		20.0	20.0	20.0
100.00		15			20.0		8 8		8.0	8.0	8.0
517.43		10		13.3			8/8		20.0	20.0	20.0
517+43		9		8.0			80		13.3	13.3	13.3
510+53		21				0.00	200		8.0	8.0	8.0
515-85		38				20.0	36	10	28.0	28.0	28.0
514.50		31				30.7	124	18	50.7	50.7	50.7
014+00		81				C.1+	011	15	41.3	41.3	41.3
510,57		384				512.0	210	40	108.0	108.0	108.0
512.10		8		10.7		0.30	010	191	512.0	512.0	512.0
511-87		9		8.0			\$ 6		10.7	10.7	10.7
509+72	0	9		8.0			00		8.0	8.0	8.0
506+40		٥	8.0	8.0			130		8.0	8.0	8.0
503+13	9	٥		8.0			03		16.0	16.0	16.0
483+86		9	8.0				38	1	8.0	8.0	8.0
482+96	9 4	0 0	8.0	8.0			120		8.0	8.0	8.0
480+47	9	0 9	0.0	8.0			120		16.0	16.0	16.0
479+53	9) u	0.0	8.0			120		10.0	16.0	16.0
478+51		199	0.0	0.8			120		16.0	16.0	16.0
478+35	8		10.7	1	21.3		80		213	24.9	16.0
477+59		9		0 8			64		10.7	10.7	21.3
477+44	9		8.0	+			09		8.0	8.0	7.0
474+54	9	9	8.0	8.0			09		8.0	8.0	0.0
402+/5		9		8.0			120		16.0	16.0	0.91
462+27		17			7 00		09		8.0	8.0	0.00
461+61		9		8.0	2.6.1		82		22.7	22.7	20.7
460+32		8		10.7			09		8.0	8.0	8.0
400+78		9		8.0			4		10.7	10.7	10.7
455+32	9	9	8.0	8.0			09		8.0	8.0	8.0
450+5/		유		13.3			120		16.0	16.0	16.0
438+53	9		8.0				89		13.3	13.3	13.3
							99		8.0	8.0	8.0

D92-025-14 FAI 80 (37-1)PATCHING1 HENRY64K09 SHEET 14 OF 21

WESTBOUND (HEADING NORTH) CLASS A PATCHES, 13" (I-80)

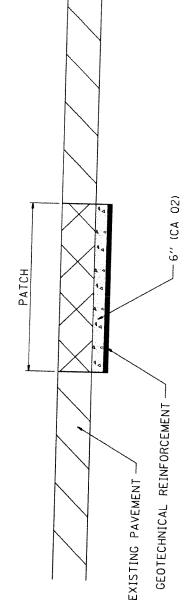
-	PATCH	H	LUXI	4			442000 H		44213200"	44213204*	44213000*	30300106*	120000
11			IYPE	7 1,	TYPE 3	~	TC>F				2222		Z00Z8415"
435+19	P LANE	D LANE	P LANE	DLANE	P LANE	DLANE	PI ANE DI	ANIE	SAW CUTS	크	<u>σ</u>	1	GEOTECH
435+19	(foot)	(foot)	1	(yd²)	+-	(vd²)	+	LANE Vada	(4W+2L)	BARS, 3/4"	FORCEMT		REINF
	9		8.0		+				(100t)	(each)	(yd²)	(yd ₂)	(vd²)
434+25	9	9	8.0	8.0					09		8.0	8.0	080
432+17	9		8.0						120		16.0	16.0	16.0
430+26	9	9	8.0	8.0					98		8.0	8.0	80
429+78	9		8.0						120		16.0	16.0	16.0
401+91	9	9	8.0	12.0					9		8.0	8.0	200
400+93	9	9	8.0	8.0					120		20.0	20.0	200
399+05	9	9	8.0	8.0					120		16.0	16.0	16.0
394+68	9		8.0						120		16.0	16.0	16.0
389+57		9		8.0					09		8.0	8.0	8.0
309+24	9		8.0						200		8.0	8.0	8.0
3/8+2/		9		8.0					8		8.0	8.0	8.0
3/6+62	8	8	10.7	10.7					09		8.0	8.0	8.0
3/4+80	8	8	10.7	10.7		T			128		21.3	21.3	213
3/3+16		9		8.0					128		21.3	21.3	21.3
3/3+05	9		8.0						20		8.0	8.0	8.0
361+11	10		13.3			1		1	9		8.0	8.0	8.0
301+04		9		8.0			+		89		13.3	13.3	13.3
35/+04	9	9	8.0	8.0		1	+	+	9		8.0	8.0	8.0
351+69	9	9	8.0	8.0					120		16.0	16.0	16.0
348+73	9		8.0						120		16.0	16.0	16.0
348+21	8		10.7						09		8.0	8.0	8.0
04/+88		9		8.0					40		10.7	10.7	10.7
140.01	9		8.0						00		8.0	8.0	8.0
343+27	1	9		8.0					000		8.0	8.0	8.0
340.57			8.0						000		8.0	8.0	8.0
335+02	٥		8.0						00		8.0	8.0	8.0
335, 82	-	9		8.0					200		8.0	8.0	8.0
31, 25	٥		8.0					+	200		8.0	8.0	8.0
300+47		9 0	8.0	8.0					136		8.0	8.0	8.0
322+00	-	٥		8.0				+	027	1	16.0	16.0	16.0
317+88	0 0		8.0						000		8.0	8.0	8.0
315, 45	٥	9	8.0	8.0				1	3 5		8.0	8.0	8.0
312,50		9		8.0				+	020		16.0	16.0	16.0
76+37	٥	9	8.0	8.0					967		8.0	8.0	8.0
								-	120		16.0	16.0	16.0

WESTBOUND (HEADING NORTH) CLASS A PATCHES, 13" (I-80)

	LO THORD								•		
	LEIS CH	44200610*	*	44200612*	*	4450000+44					
STATION	PATCH	TYPE 2		TVDE	Ī	44200014	44213200*	44213204*	44213000*	30300106*	70039415*
	DI ANE		4	2 ULL -		1 YPE 4	SAW CUTS	41.	DATOLIOTAL		£0020413
		r LANE	LANE	P LANE DL	DLANE	PLANE DIANE	-	1 6	ナンコンコン	AGG SUBG	GEOTECH
	(foot) (foot)		(vrd2)	(1,1,1,1)	1		(4W+ZL)	BARS, 3/4"	FORCEMT	MPR 6.	מממ
WITHNEST	WITHIN FUTURE 64B78 DECONICTORIOTION				(,0.	(λq^2) (λq^2)	(foot)	(hase)	165/		
401	DE LECONSTRUCT	LICH AHEA (IN	CASE 1	THESE ARFA	SABEA	(IN CASE THESE AREAS BREAK IID MODE OF THE SE		(1202)	(,ya-)	(Xg((vd ²)
42/+30	9	80 80	-			וואטט שהטאו וס או	VG STAGING)				
424+44		-					120		1 2 3 7		
000	0	8.0	_		-		2		16.0	16.0	16.0
423+72	9	Ca			1		9		8.0	Vα	200
422+45		Ö	2				9		200	0.0	0.0
Charac	9	8.0	_		T		3		8.0	8.0	0 8
421+01	9	0					9		Og	00	200
413+36	9	+					9			0.0	8.0
400.00	٥	8.0	0				3		0.0	8.0	8.0
400+04	9	8.0			\dagger		120		16.0	16.0	200
405+02	9	+					200		0.04	0.0	0.01
		0.0	0		_		000		0.0	16.0	16.0
					I		021		16.0	16.0	16.0
	SUBTOTALS	3787 1467	1								
		+	//	25	0.48	1006 7	0 0208	0,75			
							0025.0	3/1.0	1916.0	1916.0	1916.0
	TOTAL:	825.3	L	84.0	ŀ	1006 7	2000			20%	20%
					1	7.000.	0.2500	371.0	1916.0	383.2	282 9
ADDITIONAL C	ADDITIONAL QUANTITY IS ON FR BATCHING CO.	CTITOS CIVINOTA							7		2000

^{*} ADDITIONAL QUANTITY IS ON EB PATCHING SCHEDULE ** ADD AN ADDITIONAL 6' WIDTH ON D LANE FOR RAMP

SUBGRADE REPLACEMENT



THE CA O2 SHALL BE COMPACTED IN A MANNER APPROVED BY THE ENGINEER. IF THE MOISTURE CONTENT OF THE MATERIAL IS SUCH THAT COMPACTION SATISFACTORY TO THE ENGINEER CANNOT BE OBTAINED, SUFFICIENT WATER SHALL BE ADDED SO THAT SATISFACTORY COMPACTION CAN BE OBTAINED.

THE CA O2 SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER CU YD FOR AGGREGATE SUBGRADE IMPROVEMENT WHICH SHALL ALSO INCLUDE ALL EARTH EXCAVATION.

THE GEOTECHNICAL REINFORCEMENT WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SO YD FOR GEOTECHNICAL REINFORCEMENT.

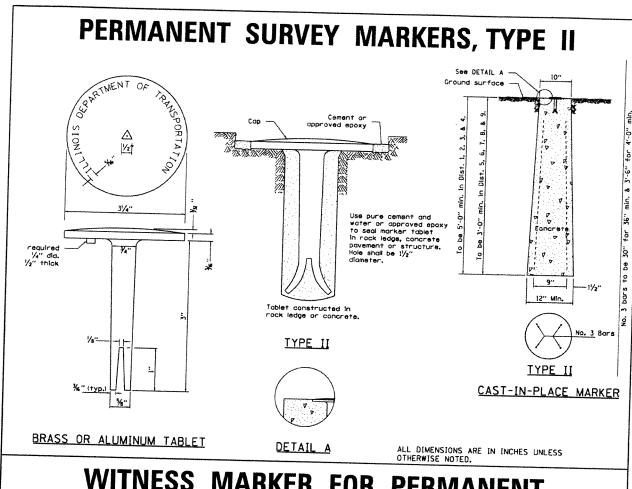
* Thu Oct 09 11:26:24 2014

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

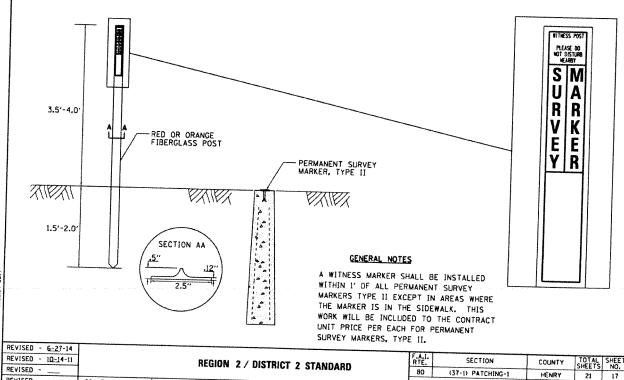
A second	RIE. SECTION COUNTY SHEET	80 (37-1) PATCHING-1 HENRY 21 16	FED. ROAD DIST. NO ILLINOIS FED. AID PROJECT
	REGION 2 / DISTRICT 2 STANDARD	A.F. 30 F.00	ALC: 23,0880 (1,11) SHEET NO. OF SHEETS STA. TO STA.
" REVISED - 3-13-13	REVISED -	REVISED -	D

REPLACEMENT SUBGRADE

97.4



WITNESS MARKER FOR PERMANENT SURVEY MARKERS, TYPE II



TO STA.

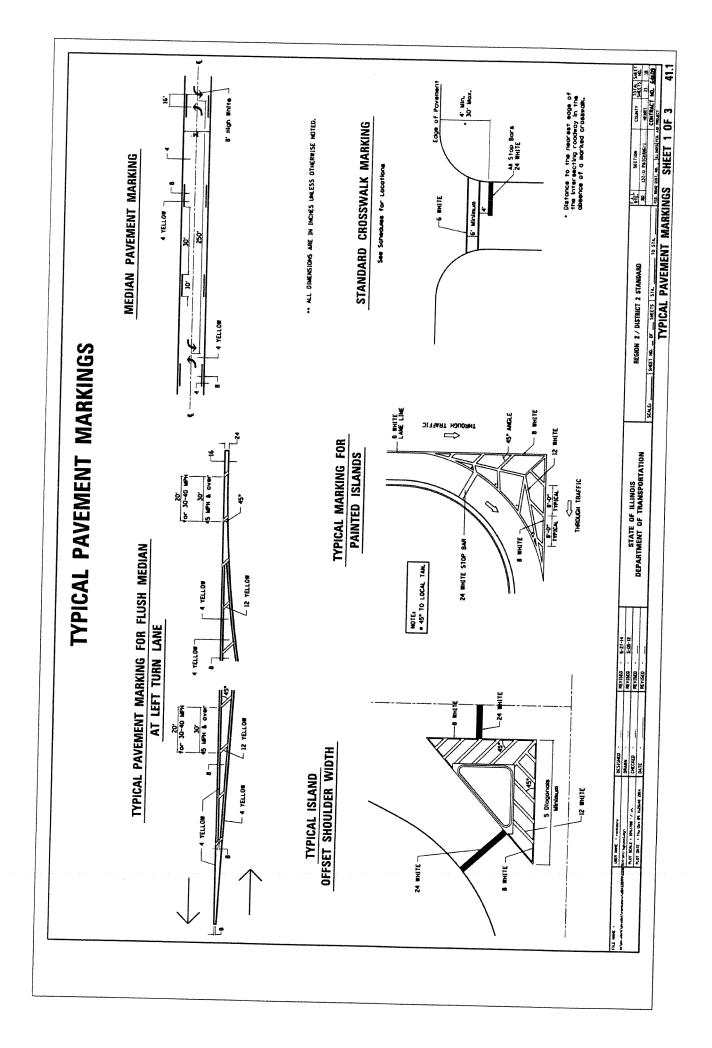
SHEETS STA.

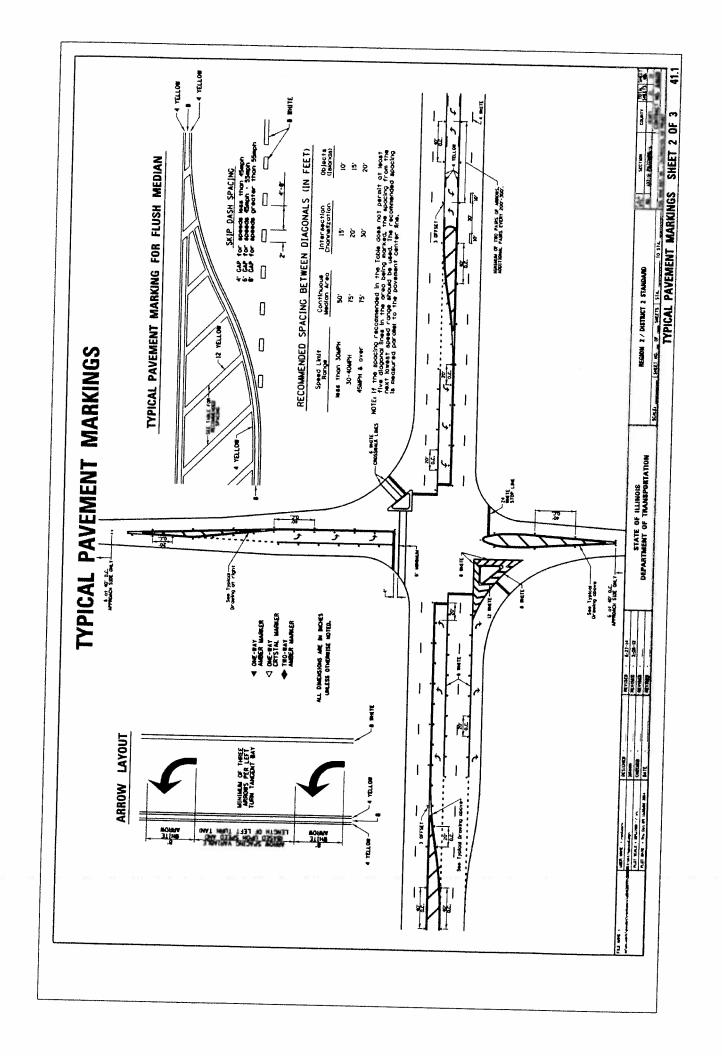
SCALE: 183,9128 1/ SHEET NO.

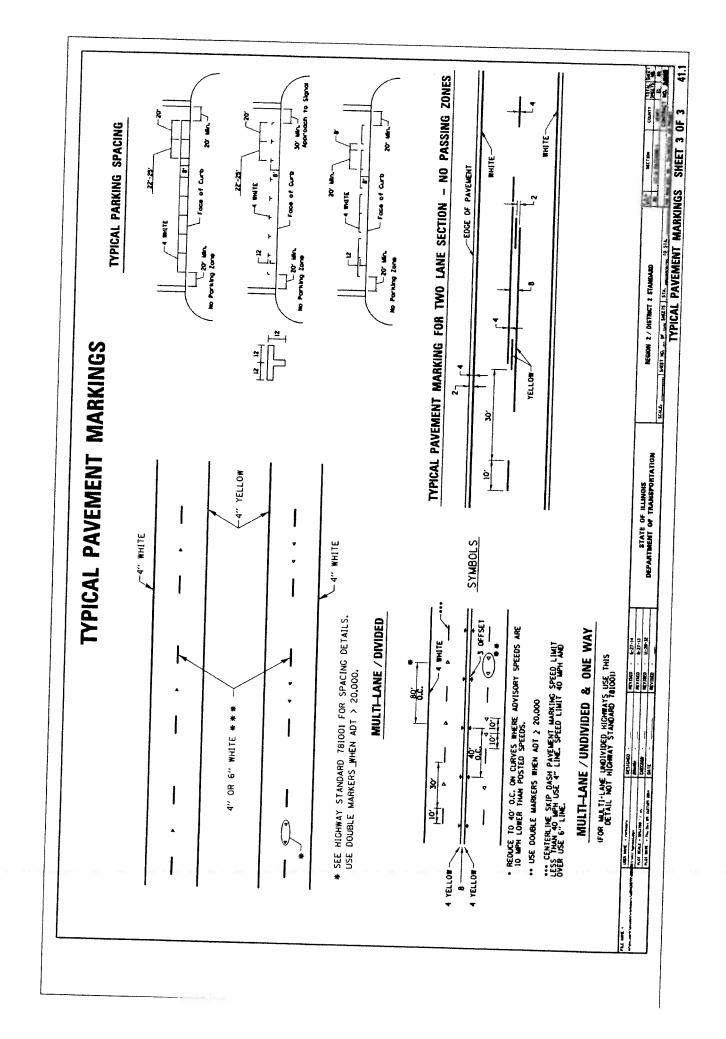
REVISED

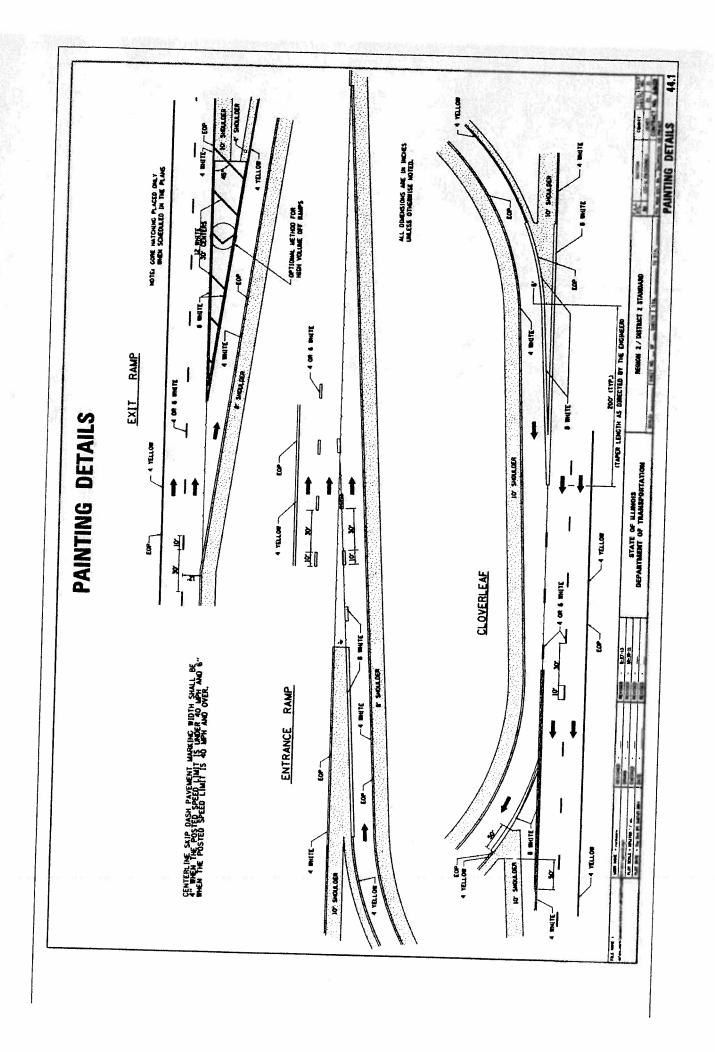
FED. ROAD DIST. NO. _ ILLINOIS FED. PERMANENT SURVEY MARKERS, TYPE II 66.2

CONTRACT NO. 64KO9









REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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