### If you plan to submit a bid directly to the Department of Transportation

### **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 that 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.

### **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 124INT) 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.

### 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.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) 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 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 form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. 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 contractor'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 will be placed with the contract number. 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 server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> 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 D&Econtracts@dot.il.gov

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

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include and addendum or revision could result in a bid being rejected as irregular.

281

NEED NOT RETURN THE ENTIRE PROPOSAI (See instructions inside front cover)

**BIDDERS** 

KETOKK WITH BIB	
Proposal Submitted By	
Name	
Address	
City	

### Letting March 5, 2010

### 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. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Springfield, Illinois 62764

Contract No. 95617
WAYNE County
Section 06-00047-00-BR (Fairfield)
Route EAST 4TH STREET
Project BRM-ARA-5022(012)
District 7 Construction Funds

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

repared by	/
------------	---

### **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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. To request authorization, a potential bidder <u>must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).</u>

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, 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 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. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

Call

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

**Questions Regarding** 

Prequalification and/or Authorization to Bid 217/782-3413

Prequalification and/or Authorization to Bid 217/782-3413
Preparation and submittal of bids 217/782-7806



**PROPOSAL** 

### TO THE DEPARTMENT OF TRANSPORTATION

Route EAST 4TH STREET
District 7 Construction Funds

1.	Proposal of
Tax	kpayer Identification Number (Mandatory)
	for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 95617 WAYNE County Section 06-00047-00-BR (Fairfield) Project BRM-ARA-5022(012)

Improvement consists of the removal of existing structure and construction of a cast-in-place box culvert, construction also includes PCC pavement, combination curb and gutter, carrying East 4th Street over a branch of Pond Creek in the city of Fairfield.

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 shall govern performance and payments.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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 proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned 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, 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>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c	Proposal <u>Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000 \$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000 \$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000 \$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000 \$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000 \$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000 \$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual 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 shall fail to execute a contract bond as required herein, it is	is hereby agreed that the amount of the p	roposal guaranty shall become
the property of the State of Illinois, and shall be considered as payment of dama	ages due to delay and other causes suffer	red by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond sha	all become void or the proposal guaranty	check shall be returned to the
undersigned.		

Attach Cashier's	Check or Certifi	ied Check Here
In the event that one proposal guaranty check is intended to cover to of the proposal guaranties which would be required for each individustate below where it may be found.		
The proposal guaranty check will be found in the proposal for:	Item	
	Section No.	
	County _	

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

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

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

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

### **Schedule of Combination Bids**

Combination		Combination Bid	
No.	Sections Included in Combination	Dollars Cents	S

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB #- C-97-059-10 PPS NBR - 7-10400-0010

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 95617

ION ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 01/26/10 RUN TIME - 210350

COUNTY N	AME CODE DIST SECTION SECTION 191 07 06-00047-00-BR FΔ	NUMBER NIRFIELD	BRM-A	PROJECT NUM RA-5022/012/	MBER /000	ROUTE E 4TH ST	
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRIO	CENTS _	TOTAL PRICE	CTS
010041	REE REMOV SP OVER	IN	0				 
020120	EM & DISP UNS MATL	· ~ :	2.00		      -	 	
030010	CHANNEL EXCAVATION	CU YD	96.000	i	 	1 1 1 1 1 1 1 1 1	 
0700110	POROUS GRAN EMBANK	TON	00				
090	EDING CL 1 SPL	I I	0.05		        -      -		   
8100201	STONE RIPRAP CL A1	TON	15.000		  -  -  -     -		l
8100207	STONE RIPRAP CL A4	TON	0.000		  -  -  -		ī
2000300	PCC PVT 8	Q YD	93.000		  -  -  -		ı
2300200	PCC DRIVEWAY PAVT 6	SQ Y	51.000	1 1 1 1 1 1	   	<del></del>	l
2400100	PC CONC SIDEWALK 4	SQ FT	397.000	-	  -  -  -  -  -	-	1
240050	PC CONC SIDEWALK SPL	SQ F	90.000	! ! !	I I I	1 1 1	I
240080	DETECTABLE WARNINGS	SQ FT	18,000	 	]   		I
400010	AVEMENT REM	Q YD	1.000	 		I I I I I I I	i
40	DRIVE PAVEMENT REM	ı Ø	51.000 }	1 1 1 1 1 1	  -  - 		! ! !
400050	OMB CURB GUTTER	F00	0				

\_\_\_

E 4TH ST 06-00047-00-BR FAIRFIELD WAYNE

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 95617

CMR003 PAGE
PAG

	- X- 1-FE DESCRIPTION	MEAGONE	WOHN I I	DOLLHIO CLN-0	DULLARO
4000600 SID	ALK REM	SQ F	ō	- II —	
04400 PAVT	REMOVAL SPL	SQ YD	7.000	- 11 -	
0100100 REM	XIST STRUCT	EACH	1.000		
0300100 FL00	DRAINS	EACH	8.000		
0800205 REIN	BARS, EPOXY	POUND	.000		
0901720 B	LE RAILING	FOOT	89.000		
1500100 NAME	PLATES	EACH	1.000		
4003000 CONC	BOX CUL	CU YD	193.700		
4213657 PRC	LAR END SEC 12	EACH	2		
50B0050 STOR	SEW CL B 1 12	F00T	4.000		
50B0090 STOR	SEW CL B 1 18	F00T	46.		
5100400 STOR	SEWER REM 10	F00T	25.000		
5100500 STOR	SEWER REM 12	FOOT	19.000		
5100900 STOR	SEWER REM 18	00T	42.000 x	 	
9300100 CONT	LOW-STRENG MATL	_ :	. 000	1	1

E 4TH ST 06-00047-00-BR FAIRFIELD WAYNE

# ILLINOIS DEPARTMEN SCHEDULE CONTRACT NU

j	640	70101700	67100100	60603800	60500060	<sub> </sub> ග	60236200	60234200	I TEM NUMBER
	ONT & PROT 701801	i m i i C	ILIZATION	12	1 ! !	RECONS	INLETS TA T8G	INLETS TA T1F OL	PAY ITEM DESCRIPTION
	L SUM	ı	L SUM	FOOT	i —	EACH	EACH	EACH	UNIT OF MEASURE
	1.000	i i i i i i	1.000 >	97.000 X	2.000 X	1.000)	l I	1.000 X	QUANTITY
TOTAL \$			I	X	X   X	1 1 1 1 1 1 1 1			UNIT PRICE DOLLARS CENTS
— <del>(</del> )			i		- II - I	ı	- II -	- II -	TOTAL PRICE CTS

NOTE: 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.
- ω 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 Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

### **II. ASSURANCES**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

### B. Felons

1. The Illinois Procurement Code provides:

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 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.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

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 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 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 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.

2. 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 and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) 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.
- 2. 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.

### E. Inducements

1. The Illinois Procurement Code provides:

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 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 or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. 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.

### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

2. 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.

### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, 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 chief procurement officer.

2. 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 is submitted.

### H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, 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.

2. 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.

### I. Insider Information

1. The Illinois Procurement Act provides:

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.

2. 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.

### **III. CERTIFICATIONS**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Bribery

1. The Illinois Procurement Code provides:

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 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, 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 1961.
- (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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. 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.

### D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 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. The State and units of local government shall provide the appropriate forms for such certification.

(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.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 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 permanently barred 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.

2. 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.

### E. International Anti-Boycott

- 1. Section 5 of the International Anti-Boycott Certification Act provides:
- § 5. State contracts. 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.
- 2. The bidder makes the certification set forth in Section 5 of the Act.

### F. Drug Free Workplace

- 1. 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.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

### I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

### J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency 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 contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement 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.

### **NA - FEDERAL**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision 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.

### L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

### M. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 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, offer or, 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 shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal 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 the attached document.

### N. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement 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 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 Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity 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. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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 Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

### TO BE RETURNED WITH BID

### IV. DISCLOSURES

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 Illinois Procurement Code provides that all bids of more than \$10,000 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.

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 400 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 person 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 person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.** 

### C. Disclosure Form Instructions

### Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

### **CERTIFICATION STATEMENT**

aco	curate, and all forms a	e Form A disclosure information previously submitted i re hereby incorporated by reference in this bid. Any ne- previously submitted forms are attached to this bid.	
		(Bidding Company)	
		Signature of Authorized Representative	Date

### Form A: For bidders who have NOT previously submitted the information requested in Form A

D.

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 400 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 the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

<ol> <li>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</li> </ol>	
<ol> <li>Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES NO</li> </ol>	
<ol> <li>Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO</li> </ol>	
<ol> <li>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 \$106,447.20? YES NO</li> </ol>	
(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to than one question.)	more
A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person authorized to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.	n that is be, but
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 data a person that is authorized to execute contracts for your company.	ated by
Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted bidding entity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.	
The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:	
Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or of attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency countracts 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.	n an
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 "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of I agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.	Ilinois
Bidders Submitting More Than One Bid	
Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bid Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the fiby reference.	
The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:	

## 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 the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form A contracts. A publicly traded company mathe requirements set forth in Form A. See	contract with the State of Illinois of pecified in this Disclosure Form. A must be completed for bids in each submit a 10K disclosure (or each pisclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	SURE OF FINANCIAL INFORM	IATION
of ownership or distributive income share in	excess of 5%, or an interest which e copies of this form as necessa irements)	interest in the BIDDER (or its parent) in terms has a value of more than \$106,447.20 (60% ry and attach a separate Disclosure Form
NAME:		
ADDRESS		
Type of ownership/distributable incom	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable in	Partnership	other: (explain on separate sheet):
·		
2. Disclosure of Potential Conflicts of Interest relationships apprehensial conflict of interest relationships apprehensials.		
(a) State employment, currently or in t	he previous 3 years, including conti	ractual employment of services. YesNo
If your answer is yes, please answe	er each of the following questions.	
<ol> <li>Are you currently an office Highway Authority?</li> </ol>	r or employee of either the Capitol I	Development Board or the Illinois Toll YesNo
currently appointed to or enexceeds \$106,447.20, (60	ed to or employed by any agency mployed by any agency of the State 1% of the Governor's salary as of 3 employed and your annual salary.	e of Illinois, and your annual salary /1/09) provide the name the State

3.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary (i) more than 7 1/2% of the total distributable income of corporation, or (ii) an amount in excess of the salary of the Corporation.	y as of 3/1/09) are you entitled to receive your firm, partnership, association or
4.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary or minor children entitled to receive (i) more than 15% in age of your firm, partnership, association or corporation, or (ii) a salary of the Governor?	as of 3/1/09) are you and your spouse gregate of the total distributable income
. ,	employment of spouse, father, mother, son, or daughter, incluence previous 2 years.	ding contractual employment for services
If your	answer is yes, please answer each of the following questions	YesNo
1.	Is your spouse or any minor children currently an officer or en Board or the Illinois Toll Highway Authority?	mployee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to o of Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary exe Governor's salary as of 3/1/09) provide the name of the spous of the State agency for which he/she is employed and his/her	appointed to or employed by any ceeds \$106,447.20, (60% of the se and/or minor children, the name
3.	If your spouse or any minor children is/are currently appointe State of Illinois, and his/her annual salary exceeds \$106,447 as of 3/1/09) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an amore Governor?	7.20.00, (60% of the salary of the Governor of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$106,447.3/1/09) are you and your spouse or any minor children entitle aggregate of the total distributable income from your firm, par (ii) an amount in excess of 2 times the salary of the Governor	20, (60% of the Governor's salary as of ed to receive (i) more than 15% in the thership, association or corporation, or?
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois, the local government authorized by the Constitution of the State currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the prev daughter.	ious 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of a, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years.	on of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the production	evious 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registe	ered lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spous son, or daughter.  YesNo	
(i) Compensated employment, currently or in the previous 3 years, by any registered electic committee registered with the Secretary of State or any county clerk of the State of Illinois action committee registered with either the Secretary of State or the Federal Board of Electronic No. 2007.	s, or any political ctions.
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensate last 2 years by any registered election or re-election committee registered with the Secreta county clerk of the State of Illinois, or any political action committee registered with either State or the Federal Board of Elections.	ary of State or any r the Secretary of
YesNo	) <u> </u>
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous	page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the criter require the completion of this Form A.	ia that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the prev	vious page.
Signature of Authorized Representative	Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in thi	I s Form is required by the Section 5	0-35 of the Illinois Procurement
Act (30 ILCS 500). This information shall be		contract file. This Form B must
pe completed for bids in excess of \$10,000, a	and for all open-ended contracts.	
DISCLOSURE OF OTHER (	CONTRACTS AND PROCUREMEN	IT RELATED INFORMATION
1. Identifying Other Contracts & Procure has any pending contracts (including leases any other State of Illinois agency: Yes_If "No" is checked, the bidder only needs	s), bids, proposals, or other ongoing No	procurement relationship with
2. If "Yes" is checked. Identify each such information such as bid or project number (INSTRUCTIONS:		
THE FOL	LOWING STATEMENT MUST BE	CHECKED
	Signature of Authorized Representative	Date

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations 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 Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. 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.



**PART I. IDENTIFICATION** 

**TRAINEES** 

Contract No. 95617 WAYNE County Section 06-00047-00-BR (Fairfield) Project BRM-ARA-5022(012) Route EAST 4TH STREET District 7 Construction Funds

Dept. Human Rights #					Duration of Project:													
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons froi	m whic	ch the b	idder re	ecruits	employ	ees, and her	eby subm	nits the foll	owir con	ng workfo		
		TOTA	AL Wo		Project	tion for	Contra	act						CURRENT		IPLOYEE	S	
			MINORITY EMPLOYEES						TRAINEES				TO BE ASSIGNED TO CONTRACT					
JOB		TAL					*OTHER		APPREN- ON TH			HE JOB	TOTAL			MINORITY		
CATEGORIES	EMPLO M	OYEES F	BL/ M	ACK F	HISP.	ANIC F	MIN M	IOR. F	TIC M	ES F	TRA M	AINEES F	EMPL M	OYEES		EMPLC M	OYEES F	
OFFICIALS (MANAGERS)	IVI		IVI		IVI		IVI		IVI		IVI		IVI			IVI	ı	
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
т	TAE OTAL Tra	BLE C	niectio	n for C	Contract				1		Ī	FOR D	DEPARTI	MENT USE	01	ILY		
EMPLOYEES	TO	TAL	Jecuo	11 101 0	onitiact			THER	1									
IN		OYEES		ACK		ANIC		NOR.	_									
TRAINING APPRENTICES	M	F	М	F	М	F	M	F	1									
ON THE IOR		-	-	-		-	-	1	1									

Note: See instructions on page 2

BC 1256 (Rev. 12/11/08)

Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

Contract No. 95617
WAYNE County
Section 06-00047-00-BR (Fairfield)
Project BRM-ARA-5022(012)
Route EAST 4TH STREET
District 7 Construction Funds

### PART II. WORKFORCE PROJECTION - continued

B.		led in "Total Employees" under Table A is the tota the undersigned bidder is awarded this contract.	I number of <b>new hires</b> that	t would be employed in the
	The u	indersigned bidder projects that: (number)		new hires would be
	recruit	ted from the area in which the contract project is lo	ocated; and/or (number)	
	office	or base of operation is located.	be recruited from the area	a in which the bidder's principal
		•		
C.		led in "Total Employees" under Table A is a projection of numbers of signed bidder as well as a projection of numbers of		
	The u	ndersigned bidder estimates that (number)		persons will
		ectly employed by the prime contractor and that (royed by subcontractors.	number)	persons will be
PART I	III. AFF	FIRMATIVE ACTION PLAN		
A.	utilizatin any commo (geare utilizat	indersigned bidder understands and agrees that in tion projection included under <b>PART II</b> is determined job category, and in the event that the undersignal encement of work, develop and submit a written A ded to the completion stages of the contract) where tion are corrected. Such Affirmative Action Plan verbartment of Human Rights.	ned to be an underutilization ed bidder is awarded this c Affirmative Action Plan inclu by deficiencies in minority	n of minority persons or women contract, he/she will, prior to uding a specific timetable and/or female employee
B.	submi	indersigned bidder understands and agrees that the itted herein, and the goals and timetable included part of the contract specifications.		
Comp	any		Telephone Number	r
Addres	ss			
		NOTICE REGARDIN	NG SIGNATURE	
		signature on the Proposal Signature Sheet will constituted only if revisions are required.	ite the signing of this form. T	he following signature block needs
Signat	ure: 🗌		Title:	Date:
Instructi	ions:	All tables must include subcontractor personnel in addition to	prime contractor personnel.	
Table A		Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprent	e all apprentices and on-the-job to	rainees. The "Total Employees" column
Table B	-	Include all employees currently employed that will be allocat currently employed.	ed to the contract work including	any apprentices and on-the-job trainees
Table C	: -	Indicate the racial breakdown of the total apprentices and or	ı-the-job trainees shown in Table	Α.

### ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

Contract No. 95617 WAYNE County Section 06-00047-00-BR (Fairfield) Project BRM-ARA-5022(012) Route EAST 4TH STREET District 7 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)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Pusinoss Address	•
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	_,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture		



### **Return with Bid**

### **Division of Highways Proposal Bid Bond** (Effective November 1, 1992)

		Item No.
		Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We		
as PRINCIPAL, and		
		as SURETY, are
held jointly, severally and firmly bound unto the STATE OF specified in Article 102.09 of the "Standard Specifications for F is the lesser sum, well and truly to be paid unto said STATE administrators, successors and assigns.	Road and Bridge Construct	tion" in effect on the date of invitation for bids, whichever
THE CONDITION OF THE FOREGOING OBLIGATION IS STATE OF ILLINOIS, acting through the Department of Tra Number and Letting Date indicated above.		·
NOW, THEREFORE, if the Department shall accept the and as specified in the bidding and contract documents, submafter award by the Department, the PRINCIPAL shall enter in including evidence of the required insurance coverages and performance of such contract and for the prompt payment of failure of the PRINCIPAL to make the required DBE submissio to the Department the difference not to exceed the penalty he which the Department may contract with another party to per void, otherwise, it shall remain in full force and effect.	nit a DBE Utilization Plan to to a contract in accordance providing such bond as a labor and material furnish or to enter into such contered between the amount	nat is accepted and approved by the Department; and if, se with the terms of the bidding and contract documents specified with good and sufficient surety for the faithful hed in the prosecution thereof; or if, in the event of the tract and to give the specified bond, the PRINCIPAL pays specified in the bid proposal and such larger amount for
IN THE EVENT the Department determines the PRINCII paragraph, then Surety shall pay the penal sum to the Department may bring expenses, including attorney's fees, incurred in any litigation in In TESTIMONY WHEREOF, the said PRINCIPAL and the	nent within fifteen (15) days g an action to collect the ar which it prevails either in w ne said SURETY have caus	s of written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its whole or in part.  sed this instrument to be signed by
their respective officers this day of		A.D.,
PRINCIPAL	SURETY	
(Company Name)	<del></del>	(Company Name)
By (Signature & Title)	Ву:	
(Signature & Title)		(Signature of Attorney-in-Fact)
•	tification for Principal and S	Surety
STATE OF ILLINOIS, County of		
l,	, a Notary Pul	olic in and for said County, do hereby certify that
·	and	
(Insert names of individua	ls signing on behalf of PRI	NCIPAL & SURETY)
who are each personally known to me to be the same persons and SURETY, appeared before me this day in person and ack and voluntary act for the uses and purposes therein set forth.	s whose names are subscrinowledged respectively, th	ibed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free
Given under my hand and notarial seal this	day of	A.D.
My commission expires		
In Proceedings of the Above 1997 1997 1997	Tamas the Date to the Co	Notary Public
In lieu of completing the above section of the Proposal Bid F marking the check box next to the Signature and Title line be and the Principal and Surety are firmly bound unto the State of	low, the Principal is ensur	ing the identified electronic bid bond has been executed
Electronic Bid Bond ID# Company / Bidde	r Name	Signature and Title

### 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. 95617
WAYNE County
Section 06-00047-00-BR (Fairfield)
Project BRM-ARA-5022(012)
Route EAST 4TH STREET
District 7 Construction Funds



# 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 at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 5, 2010. 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 the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 95617
WAYNE County
Section 06-00047-00-BR (Fairfield)
Project BRM-ARA-5022(012)
Route EAST 4TH STREET
District 7 Construction Funds

Improvement consists of the removal of existing structure and construction of a cast-in-place box culvert, construction also includes PCC pavement, combination curb and gutter, carrying East 4th Street over a branch of Pond Creek in the city of Fairfield.

- 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

Gary Hannig, Secretary

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

### Adopted January 1, 2010

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

**ERRATA** 

Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

### SUPPLEMENTAL SPECIFICATIONS

Std.	Spec. Sec. Page No.	<u>).</u>
201	Clearing, Tree Removal and Protection	1
205	Embankment	2
251	Mulch	
253	Planting Woody Plants	
280	Temporary Erosion Control	6
406	Hot-Mix Asphalt Binder and Surface Course	7
443	Reflective Crack Control Treatment	12
502	Excavation for Structures	15
503	Concrete Structures	16
504	Precast Concrete Structures	17
505	Steel Structures	
540	Box Culverts	19
581	Waterproofing Membrane System	
630	Steel Plate Beam Guardrail	21
633	Removing and Reerecting Guardrail and Terminals	22
637	Concrete Barrier	23
669	Removal and Disposal of Regulated Substances	24
672	Sealing Abandoned Water Wells	25
701	Work Zone Traffic Control and Protection	26
720	Sign Panels and Appurtenances	27
721	Sign Panel Overlay	28
722	Demountable Sign Legend Characters and Arrows	29
726	Mile Post Marker Assembly	30
733	Overhead Sign Structures	
783	Pavement Marking and Marker Removal	32
801	Electrical Requirements	33
805	Electrical Service Installation – Traffic Signals	34
836	Pole Foundation	35
838	Breakaway Devices	
862	Uninterruptable Power Supply	37
873	Electric Cable	39
878	Traffic Signal Concrete Foundation	41
1003	3 Fine Aggregates	42
1004	4 Coarse Aggregates	43
1005	5 Stone and Broken Concrete	44
1006	6 Metals	45
1008	3 Structural Steel Coatings	47
1010	O Finely Divided Materials	48
1020	O Portland Cement Concrete	49
1022	2 Concrete Curing Materials	58
1024		
1030	O Hot-Mix Asphalt	60
1032	Bituminous Materials	65
1042		68
1062	2 Reflective Crack Control System	70
1069	9 Pole and Tower	72
1074	4 Control Equipment	75

1076 1080 1081 1083 1090 1091 1092 1093 1094 1095 1101	Wire and Cable Fabric Materials Materials for Planting Elastomeric Bearings Sign Base Sign Face Sign Legend and Supplemental Panels Sign Supports Overhead Sign Structures Pavement Markings General Equipment	81 82 84 85 87 95 96 98 104 106
1095	Pavement Markings	104
1102 1103 1106	Hot-Mix Asphalt Equipment Portland Cement Concrete Equipment Work Zone Traffic Control Devices	107 109
1100	WORK ZONE TRAINC CONTROL DEVICES	110

### RECURRING SPECIAL PROVISIONS

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

CHECK S	SHEET #	<u>AGE</u>
1 V	Additional State Requirements For Federal-Aid Construction Contracts	
<u> </u>	(Eff. 2-1-69) (Rev. 1-1-10)	111
2 X	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
	EEO (Eff. 7-21-78) (Rev. 11-18-80)	
4	Specific Equal Employment Opportunity Responsibilities	
	Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	125
5	Required Provisions - State Contracts (Éff. 4-1-65) (Rév. 1-1-10)	130
6	Reserved	135
7	Reserved	136
8 X	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
	In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	152
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	100
23 24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
2 <del>4</del> 25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
25 26	English Substitution of Metric Bolts (Eff. 7-1-96)	
27	English Substitution of Metric Boits (Eli. 7-1-90)  English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	
28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	174
20 29	Reserved	
30	Quality Control of Concrete Mixtures at the Plant	175
30	(Eff. 8-1-00) (Rev. 1-1-09)	176
31	Quality Control/Quality Assurance of Concrete Mixtures	170
01	(Eff. 4-1-92) (Rev. 1-1-09)	184
32	Asbestos Bearing Pad Removal (Eff. 11-1-03)	
33	Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	
00	Associos not wix repriate outlass nomeral (Elit o 1 00) (Nov. 1 1 00)	101
	•	
LRS 1	Reserved	199
LRS 2	Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	200
	Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)	
LRS 4	Flaggers in Work Zones (Eff. 1-1-99) (Rev 1-1-07)	
LRS 5	Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	203
LRS 6	Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	204
LRS 7	Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	210
LRS 8	☐ Failure to Complete the Work on Time (Eff. 1-1-99)	216
LRS 9	Bituminous Surface Treatments (Eff. 1-1-99)	217
LRS 10	Reserved	218
LRS 11	Employment Practices (Eff. 1-1-99)	
LRS 12	Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-10)	221
LRS 13	Selection of Labor (Eff. 1-1-99)	222
LRS 14	Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09)	
DQ 15	☐ Partial Payments (Fff. 1-1-07)	226

CITY OF FAIRFIELD WAYNE COUNTY SEC.06-00047-00-BR

### INDEX OF SPECIAL PROVISIONS

SHEET NO.	<u>ITEM</u>
1	REFERENCES
1	DESCRIPTION OF WORK
1	SAW CUTTING
1 .	LOCATING UNDERGROUND UTILITIES
1	STRUCTURE EXCAVATION
1	PAVEMENT REMOVAL SPECIAL
1	POROUS GRANULAR EMBANKMENT
1	STORM SEWERS
2	PREFORMED EXPANSION JOINT FILLER
2	SEEDING CLASS I SPECIAL
2	P.C. CONCRETE SIDEWALK (SPECIAL)
2	TRAFFIC CONTROL PLAN
3	STONE RIPRAP CLASS A1
3	STONE RIPRAP CLASS A4
4	STORM SEWERS, CLASS B, TYPE 1
4	STATUS OF UTILITIES
5-6	CORPS OF ENGINEERS INFO
7-8	BORING DATA

### INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR # LR SD 12 LR SD 13 LR 102	Pg#		Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Protests on Local Lettings	Effective Nov. 11, 1984 Nov. 1, 1987 Jan. 1, 2006	Revised Jan. 1, 2007 Jan. 1, 2007
LR 105	9	$\overline{\boxtimes}$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2			Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3			Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-4	12	$\boxtimes$	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5			Substance Abuse Prevention Program	Jan. 1, 2008	Jan. 8, 2008
LR 108		Ш	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Ц	Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Ц	Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		L	Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		Ц	Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2		$\vdash$	Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 402		$\mathbb{H}$	Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		닏	Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		닖	Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		님	PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		님	Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		닐	Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		片	Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		H	Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		$\forall$	Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663	40	片	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	13	×	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		H	Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013 (		H	Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		H	Growth Curve	Mar. 1, 2008	Eab 7 0000
LR 1032-1		H	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		H	Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		Ш	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

#### BDE SPECIAL PROVISIONS For the January 15 and March 5, 2010 Lettings

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

File Name	<u>Pg #</u>		Special Provision Title	<u>Effective</u>		<u>rised</u>
80240			Above Grade Inlet Protection	July 1, 2		
80099			Accessible Pedestrian Signals (APS)	April 1, 2		. 1, 2007
80243	14	X	American Recovery and Reinvestment Act Provisions	April 1, 2		
80236	15	Х	American Recovery and Reinvestment Act Signing	April 1, 2		15, 2009
80186	21	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2		. 1, 2009
80213	24	_ X_	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2	2009	
80207	27	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov. 1, 2	.008	
80192			Automated Flagger Assistance Device	Jan. 1, 2	2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2		l 1, 2009
80241			Bridge Demolition Debris	July 1, 2		•
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1		. 1, 2007
50481	.		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1		. 1, 2007
50491	ĺ		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1		. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1		. 1, 2007
80166	23	Х	Cement	Jan. 1, 2		l 1, 2009
80198		_	Completion Date (via calendar days)	April 1, 2		
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2	2008	
80094	31	Х	Concrete Admixtures	Jan. 1, 2	.003 Apri	l 1, 2009
80214		•	Concrete Gutter, Type A	Jan. 1, 2	009	
80215	ĺ		Concrete Joint Sealer	Jan. 1, 2	:009	
80226			Concrete Mix Designs	April 1, 2	009	
80237	35	Х	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2	:009 July	1, 2009
80239	37	Χ	Construction Air Quality – Idling Restrictions	April 1, 2	.009	
80227	39	Х	Determination of Thickness	April 1, 2	.009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2	.007	
* 80029	51	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2	000 Jan	1, 2010
80178		·	Dowel Bars	April 1, 2		. 1, 2008
80179			Engineer's Field Office Type A	April 1, 2		. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2		
80189	60	<u> </u>	Equipment Rental Rates	Aug. 2, 2		. 2, 2008
* 80244			Filter Fabric	Nov. 1, 2		1, 2010
80228			Flagger at Side Roads and Entrances	April 1, 2		
* 80249			Frames and Grates	Jan. 1, 2		
80229			Fuel Cost Adjustment	April 1, 2		1,2009
80169	ļ		High Tension Cable Median Barrier	Jan. 1, 2		1, 2009
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2		
80245			Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2		
* 80246			Hot-Mix Asphalt - Density Testing of Longitudinal Joints	Jan. 1, 2		
* 80250			Hot-Mix Asphalt - Drop-Offs	Jan. 1, 2		
* 80201			Hot-Mix Asphalt - Plant Test Frequency	April 1, 2		1, 2010
* 80251			Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2		
80202	1		Hot-Mix Asphalt - Transportation	April 1, 2		
80109	•		Impact Attenuators	Nov. 1, 2		1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2		1, 2007
* 80252		.,,	Improved Subgrade	Jan. 1, 2		
80230	62	<u>X</u>	Liquidated Damages	April 1, 2		1 0000
80196	ļ		Mast Arm Assembly and Pole	Jan. 1, 2		1, 2009
80045			Material Transfer Device	June 15, 1		1, 2009
80203	63	X	Metal Hardware Cast into Concrete	April 1, 2		1, 2009
* 80165			Moisture Cured Urethane Paint System	Nov. 1, 2		1, 2010
80238	64	X	Monthly Employment Report	April 1, 2	009	

File Name	Pg #		Special Provision Title	<u>Effective</u>	Revised
* 80253			Movable Traffic Barrier System	Jan. 1, 2010	
80082			Multilane Pavement Patching	Nov. 1, 2002	
80180	66	X	National Pollutant Discharge Elimination System / Erosion and Sediment	April 1, 2007	Nov. 1, 2009
00000			Control Deficiency Deduction	Nov. 1, 2008	
80208 80182			Nighttime Work Zone Lighting Notification of Reduced Width	April 1, 2007	
* 80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2010
80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	VIII. 1, LUI V
80231			Pavement Marking Removal	April 1, 2009	
* 80254			Pavement Patching	Jan. 1, 2010	
80022	68	Х	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	70	Х	Personal Protective Equipment	Nov. 1, 2008	
80232			Pipe Culverts	April 1, 2009	
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80217	-7-1	V	Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
8 <u>0171</u> 80218	71	Х	Precast Handling Holes Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2007	April 1 2000
80219			Preventive Maintenance - Cape Seal	Jan. 1, 2009 Jan. 1, 2009	April 1, 2009 April 1, 2009
80220			Preventive Maintenance - Oape Gear	Jan. 1, 2009	April 1, 2009
80221		<b></b> _	Preventive Maintenance - Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	-1
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80247			Raised Reflective Pavement Markers	Nov. 1, 2009	
80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
* 80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	73	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206	74	_X	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224 * 80131	75	Χ	Restoring Bridge Approach Pavements Using High-Density Foam Seeding	Jan. 1, 2009 July 1, 2004	Jan. 1, 2010
80152	/3		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	78	Х	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
* 80255			Stone Matrix Asphalt	Jan. 1, 2010	, , , ,
80234			Storm Sewers	April 1, 2009	
80143	80	Х	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087			Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
* 80256			Temporary Longitudinal Traffic Barrier System	Jan. 1, 2010	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176			Thermoplastic Pavement Markings	Jan. 1, 2007	
* 80257			Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
20338 * 80258			Training Special Provisions Truck Mounted/Trailer Mounted Attenuators	Oct. 15, 1975 Jan. 1, 2010	
80071	81		Working Days	Jan. 1, 2010	
00071	01		I working days	Jan. 1, 2002	

The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	Special Provision Title	New Location	<u>Effective</u>	<u>Revised</u>
80193	Concrete Barrier	Section 637	Jan. 1, 2008	
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	July 1, 2009
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	Jan. 1, 2007
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	-
80185	Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80149	Variable Spaced Tining	Section 420	Aug. 1, 2005	Jan. 1, 2007
80204	Woven Wire Fence	Section 1006	April 1, 2008	,

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days





The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2007 , the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Section 06-00047-00-BR , and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **DESCRIPTION OF WORK**

The work on this section consists of the construction of a poured in place concrete box culvert, P.C.C. Pavement 8" with combination concrete curb & gutter, drainage structures and other incidental items.

#### **SAW CUTTING**

The cost of saw cutting existing Bituminous Surface or P.C.C. Pavement shall be included in the unit price bid for PORTLAND CEMENT CONCRETE PAVEMENT 8". The cost of saw cutting existing Bituminous or Concrete Driveways shall be included in the unit price bid for P.C.C. DRIVEWAY PAVEMENT. The cost of the saw cutting the existing sidewalk shall be included in the unit price bid for PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH.

#### LOCATING UNDERGROUND UTILITIES

Underground utilities shall be located by the Contractor and as directed by the Engineer prior to storm sewer construction. The cost shall be included in the price bid for STORM SEWERS TY. 1. of the size specified.

#### STRUCTURE EXCAVATION

The cost of the STRUCTURE EXCAVATION shall be included in the price bid for CONCRETE BOX CULVERTS. Excess structure excavation shall be disposed of by the contractor off the job.

#### PAVEMENT REMOVAL SPECIAL

This work will consist of the removal and disposal of the existing concrete adjacent to the driveway as shown on the plans.

#### POROUS GRANULAR EMBANKMENT

Material shall gradation CA-6

#### STORM SEWERS

Storm sewer shall be Reinforced Concrete Pipe, Class IV.

#### PREFORMED EXPANSION JOINT FILLER

The cost of the preformed expansion joint filler between the back of curb and the P.C.C. Driveway Pavement shall be included in the unit price bid for "P.C.C. DRIVEWAY PAVEMENT, 6 INCH".

#### SEEDING CLASS 1 SPECIAL

All disturbed earth surfaces between the R-O-W lines and easement lines shall be seeded, fertilized, Ag. Limed, and mulched at the following rates:

#### RATE PER ACRE

0.05	ACRES SEEDING CLASS 1	
4.5	POUND NITROGEN FERTILIZER NUTRIENT	90 POUND
4.5	POUND PHOSPHORUS FERTILIZER NUTRIENT	90 POUND
4.5	POUND POTASSIUM FERTILIZER NUTRIENT	90 POUND
0.1	TON MULCH (METHOD 1)	2 TON
0.1	TON AGRICULTURAL GROUND LIMESTONE	2 TON

#### SEEDING DATES: JAN. 1 – DEC. 31

The above mentioned work will be paid for at the contract unit price per ACRE for SEEDING, CLASS 1, SPECIAL, which price shall include the cost of seeding, fertilizer nutrients, agricultural ground limestone, and mulch as specified.

#### P.C. CONCRETE SIDEWALK (SPECIAL)

The P.C. CONCRETE SIDEWALK (SPECIAL) shall be constructed as detailed on the plans, on top of the proposed box culvert. The proposed sidewalk shall be poured separate from the top slab of the box culvert. Thickness will be from 9" minimum to approximately 10¼" maximum. This work shall be paid for at the unit price bid per Sq Ft. of PORTLAND CEMENT CONCRETE SIDEWALK (SPECIAL).

#### TRAFFIC CONTROL PLAN

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

Special attention is called to article 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards, and other special provisions relating to traffic control.

- 1. Traffic Control Standards 701901, 701801 and BLR 22 will apply. The road will be closed to all traffic.
- 2. Access for residents within the limits of construction will be maintained at all times.
- 3. The contactor shall be responsible for furnishing, installing, relocating and removing all traffic control devices required by the appropriate standard and as approved by the Engineer.
- 4. No open or partially filled holes or trenches shall remain overnight unless protected with barricades and lights.
- 5. The cost of furnishing, maintaining and removing the traffic control shall be included in the price bid for TRAFFIC CONTROL & PROTECTION.
- 6. Required sidewalk closures shall be in accordance with Std. 701801.

#### STONE RIPRAP, CLASS A1

This work shall consist of furnishing, transporting and placing a protective course of Stone Dumped Riprap in accordance with the Standard Specifications except as noted herein.

1. The gradation shall be RR1.

No bedding material required.

No filter fabric required.

Thickness shall be a minimum 24".

Quality shall be Class A.

Stone Riprap shall be measured for payment in tons.

This work will be paid for at the contract unit price per ton for STONE RIPRAP, CLASS A1, measured as specified herein. Excavation will be paid for as a separate item.

#### STONE RIPRAP, CLASS A4

This work shall consist of furnishing, transporting and placing a protective course of Stone Dumped Riprap in accordance with the Standard Specifications except as noted herein.

1. The gradation shall be RR4.

No bedding material required.

No filter fabric required.

Thickness shall be a minimum 12".

Quality shall be Class A.

Stone Riprap shall be measured for payment in tons.

This work will be paid for at the contract unit price per ton for STONE RIPRAP, CLASS A4, measured as specified herein. Excavation will not be paid for as a separate item, but the cost shall be included in the cost of the Stone Dumped Riprap.

#### STORM SEWERS. CLASS B, TYPE 1

Pipe shall be Reinforced Concrete and work performed as per Section 550 of the Standard Specifications and shall be paid for at the contract unit price per Foot of the size specified.

#### STATUS OF UTILITIES TO BE ADJUSTED

UTILITIES TO BE ADJUST	<u>.ED</u>		Estimated Data
Name & Address of Utility	<u>Type</u>	Location	Estimated Date Relocation Completed
City of Fairfield 109 NE 2ND Fairfield, IL 62837 618-842-7015	Water	Throughout Job	Prior to Construction
VERIZON 225 E. Chestnut BOX 460 Olney, IL 62450 618-395-6189	Telephone	Throughout Job	Prior to Construction
City of Fairfield 109 NE 2ND Fairfield, IL 62837 618-842-3445	Electric	Throughout Job	Prior to Construction
City of Fairfield 1400 Mt. Vernon Rd Fairfield, IL 62837 618-842-9736	Gas	Throughout Job	During Construction
City of Fairfield 109 NE 2ND	Sanitary Sewer	Throughout Job	During Construction

The above represents the best information of the Department and is only included for the convenience of the bidder.

Fairfield, IL 62837 618-842-7015



#### DEPARTMENT OF THE ARMY

U.S. ARMY ENGINEER DISTRICT, LOUISVILLE CORPS OF ENGINEERS
NEWBURGH REGULATORY OFFICE
P.O. Box 489
NEWBURGH, INDIANA 47629-0489
FAX: (812) 858-2678
http://www.lrl.usace.army.mil

May 4, 2009

Operations Division Regulatory Branch (West) ID No. LRL-2009-373-amn FAIRFIELD AT-BR

City of Fairfield 109 N.E. 2<sup>nd</sup> Street Fairfield, IL 62837

To Whom It May Concern:

This is in response to your request for authorization to replace an existing bridge on N.E. 4<sup>th</sup> Street that crosses a branch of Pond Creek in Fairfield, Illinois. The existing bridge is structurally deficient and will be replaced with a new cast-in-place reinforced concrete box culvert on the same horizontal and vertical alignment. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of fill for a road crossing. The project is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 14, <u>Linear Transportation Projects</u>, as published in the Federal Register March 12, 2007. Under the provisions of this authorization you must comply with the enclosed:

- 1. Terms for Nationwide Permit No. 14
- 2. Nationwide Permit General Conditions
- 3. Water quality certification conditions issued by the Illinois Environmental Protection Agency.

This decision is valid for 2 years from the date of this letter. The enclosed Compliance Certification should be signed and returned when the project is completed. If your project is not completed within this 2-year period or if your project is modified, you must contact us for another permit determination. A copy of this letter is being sent to your agent and to the ILEPA.

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-OP-FW, or by calling me at 812-853-9715. All correspondence pertaining to this matter should refer to our ID No. LRL-2009-373-amn.

Sincerely,

#### ORIGINÁL SIGNATURE

Ann M. Nye Regulatory Specialist Regulatory Branch

Enclosures

nye/OP-FW/nw14-IL\_LRL-2009-373.doc

	618-	-52	9-5	26	RING INC. 2 . 1 fax		Page	 1	of	1
Odiporiadio, iii azara					ion Boring L		. ~9~		<u> </u>	-
Project: H-08044					096-6004		ıte:3	3-1	3-08	3
Section: 06-00047-00-BR Route: NE 4th Street	<u>Stati</u>	on	2.	+22		Bored	•			
County: Wayne						iecked	Ву: <u>т.</u>	Holc	omb	
Boring No: 1 2+01	ion		tsf		Surface Water Elev.		tion		tsf	
Station: 2+01 Offset: 8' RT.	Elevation	z	Qu .	1 %	20	405.1	Elevation	Z	ďn	% M
	ļ. <u> </u>	_		W	Upon Completion	412.1	-			
Ground Surface 421.1 4" Asphalt/ 3" C. Stone 420.	0 .5 —	1				٠,			. •	
Brown Sandy CLAY (A—6)		4	0.9B	23						
								1		-
Gray Mottled Brown Sandy CLAY		6	1.7B	20				1		
(A-6)	<u>-5</u>	-						-		
	· <u></u>	2	0.6B	24						
		-		27			<u>-30</u>			
412. Brown Mottled Gray Clayey SANI		4		25						
(A-2-4)	<u>–10</u>	4		25	. •	•		- - -		
								1		
		4	0.5B	25	. · ·		<u>-35</u>			
407.	1							-		
Brown Weathered SANDSTONE	<u>–15</u>	100 /6"		16	·					
404.	6							1		
Brown to Gray SANDSTONE		100 /5"		18			<u>-40</u>			
402.	1	100 /6"		17						
End of Boring @ -19.0'	<u>-</u> 20	, -								
		·				D D				<u></u>
N = Standard Penetration Tes Blows per foot to drive 2" (	O.D.	St	reng -Wat	th er	nfined Compressive in tons/sq.ft. Content—percentage	S = St E = Es	ulge Fo near Fo stimate	ailur d Vo	e alue	
Split Spoon Sampler 12" with a 140 lbs. hammer falling 30	)"	.,,	of	0٧	en dry weight-%		enetron			

1 .O. DON OO	518 <del>-</del>	529	9-5	26	
Bridge	Fo	ou	nd	at	tion Boring Log
	Bridg Static				0. 096-6004 Date: 3-13-08  2+22  Bored by: <u>D. Russell</u> Checked By: <u>T. Holcomb</u>
Boring No: 2 Station: 2+38 Offset: 14 LT.		z	Qu tsf	% M	
Ground Surface 420.3 Gray Mottled Brown Sandy CLAY (A-6)	0	3		18	- <u>25</u>
413.8 Gray to Brown Medium SAND (A—2—4)	_5 	4	0.4B	23	
Gray Mottled Brown Silty CLAY (A	-10		0.7B 0.9S		
Gray Sandy CLAY (A-6)  403.8  Gray to Brown SANDSTONE	<u>-15 </u>	100		18	
	1 -20 .	00 /6'		19	<u>-40</u>
398.8  End of Boring @ -21.5'  N = Standard Penetration Test Blows per foot to drive 2" O Split Spoon Sampler 12" with a 140 lbs. hammer falling 30"		Str	-Un eng	th er	nfined Compressive B = Bulge Failure in tons/sq.ft. S = Shear Failure Content—percentage E = Estimated Value ven dry weight—% P = Penetrometer

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

# SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

#### SPECIAL PROVISION FOR INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:

CITY OF FAIRFIELD

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

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

#### SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

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

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

#### AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

#### Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- "(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

#### Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

80243

#### AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009 Revised: April 15, 2009

<u>Description</u>. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

<u>Materials</u>. The "Putting America to Work" sign shall be fabricated using Type AA or AZ fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

Sign Layout. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

General. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.

80236

# PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



PROJECT FUNDING SOURCE SIGN ASSEMBLY

#### PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT **SIGN LAYOUT DETAILS**



NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE

Dimensions	If:	meties

Dimensions	in mehes												
٨	В	С	Cl	Ĺ	1	G	11	J	к	L.	M	N	h
120	84	1.5	6	5 D	4.5	8 D*	3.75	5 tr (45LC)	14.5	10	27.917	5	10,831
84	60	1	5	4 C	3.5	6 C.	3	1401 (3 LC)	9.25	7	19,047	4	7.362
Q	R	: S	Т	U	٧	W	X	Y	7	AA	BB	CC	DD
14.087	8.106	11.556	49.42	2./42	5.258	46.904	6.812	46,76	22.472	8	16.288	5	30
9.484	5,162	7.763	31.722	2.415	3.585	30,552	4.542	30.911	14.737	6	10,175	1	21

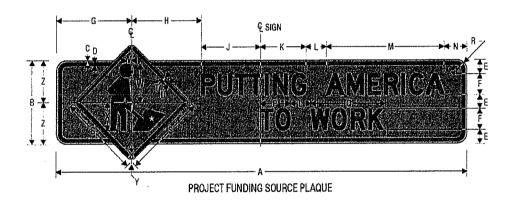
FF GG3 4,5 2.25 2.25 Increase character spacing 50%

★ See Pictograph \*\*\* See Pictograph

COLORS: LEGEND, BORDER - WHITE (RETROREFLECTIVE)

BACKGROUND - GREEN (RETROREFLECTIVE)

# PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN

 See Standard Highway Signs Page 6-59 for symbol design.

Dimensions in moties

Λ	В	C	D	E	1	G	Ш	J	K	L.	М	N	Р
120	24	0.625	0.875	1	6 D	22.349	20.370	17.281	13,28	6	34.22	6.5	8.765
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

Q	R	8	Т	U	٧	W	Х	Υ	7.
21.013	3	24	0.375	0.625	1.5	11	8	1.5	12
14.009	2.25	18	0.375	0.625	1	7	6	1,5	g

COLORS: LEGEND, BORDER - BLACK

BACKGROUND - ORANGE (RETROREFLECTIVE)

#### PROJECT FUNDING SOURCE SIGN ASSEMBLY **AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS**



RECOVERY Vector-Based, Vinyl-Ready Pictograph

COLORS: LEGEND, OUTLINE BORDER

WHITE (RETROREFLECTIVE)BLUE (RETROREFLECTIVE)

BACKGROUND (UPPER)

BACKGROUND (LOWER RIGHT)

BACKGROUND (LOWER LEFT)

BACKGROUND (LOWER LEFT)

BACKGROUND (LOWER LEFT)

BACKGROUND (LOWER LEFT)

#### PROJECT FUNDING SOURCE SIGN ASSEMBLY **AMERICAN RECOVERY AND REINVESTMENT ACT** SIGN LAYOUT DETAILS



USDOT TIGER Vector-Based, Vinyl-Ready Pictograph

COLORS: OUTLINE

OUTLINE – WHITE (RETROREFLECTIVE)
USDOT LEGEND – BLACK
TIGER DIAGONALS – BLACK,

ORANGE (RETROREFLECTIVE)

#### ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

<u>Aggregate Groups</u>. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS					
Coarse Aggregate Fine Aggregate or or Coarse Aggregate Blend Fine Aggregate Blend							
ASTM C 1260 Expansion	ASTM C 1260 Expansion ≤ 0.16% > 0.16% - 0.27% > 0.27%						
≤ 0.16%	Group I	Group II	Group III				
> 0.16% - 0.27%	Group II	Group II	Group III				
> 0.27%	Group III	Group III	Group IV				

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group! - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing.</u> If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na $_2$ O + 0.658K $_2$ O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

80186

### ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

Effective: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to cast-in-place concrete.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

<u>Aggregate Groups</u>. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend		
ASTM C 1260 Expansion	ASTM C 1260 Expansion		
ĺ	≤ 0.16%	> 0.16% - 0.27%	> 0.27%
≤ 0.16%	Group I	Group II	Group III
> 0.16% - 0.27%	Group II	Group II	Group III
> 0.27%	Group III	Group III	Group IV

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
  - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
  - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is  $\leq$  0.16 percent when performed on the aggregate in

the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

80213

### APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

80207

#### **CEMENT (BDE)**

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

#### **"SECTION 1001. CEMENT**

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

#### **CONCRETE ADMIXTURES (BDE)**

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overvlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

#### "SECTION 1021. CONCRETE ADMIXTURES

**1021.01General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

**1021.02Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

1021.03Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

**1021.04Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.07Corrosion Inhibitor.** The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control.</u> The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

## **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

#### **DETERMINATION OF THICKNESS (BDE)**

Effective: April 1, 2009

Revise Articles 353.12 and 353.13 of the Standard Specifications to Articles 353.13 and 353.14 respectively.

Add the following Article to the Standard Specifications:

"353.12 Tolerance in Thickness. The thickness of base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction, bike paths, and individual locations less than 500 ft (150 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.

The procedure described in Article 407.10(b) will be followed, except the option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 354.09 of the Standard Specifications to read:

"354.09 Tolerance in Thickness. The thickness of base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course widening thickness.

The procedure described in Article 407.10(b) will be followed, except:

- (a) The width of a unit shall be the width of the widening along one edge of the pavement.
- (b) The length of the unit shall be 1000 ft (300 m).
- (c) The option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 355.09 of the Standard Specifications to read:

"355.09 Tolerance in Thickness. The thickness of HMA base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 500 ft (150 m) long, will be evaluated according to Article 407.10(b). Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to

placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness."

Revise Article 356.07 of the Standard Specifications to read:

"356.07 Tolerance in Thickness. The thickness of HMA base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated according to Article 407.10(b) except, the width of a unit shall be the width of the widening along one edge of the pavement and the length of a unit shall be 1000 ft (300 m). Temporary locations are defined as those constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s)and subtract them from the measured core thickness to determine the base course widening thickness."

Revise Article 407.10 of the Standard Specifications to read:

"407.10 Tolerance in Thickness. Determination of pavement thickness shall be performed after the pavement surface tests and corrective action have been completed according to Article 407.09. Pay adjustments made for pavement thickness will be in addition to and independent of those made for pavement smoothness. Pavement pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous pavement shall be evaluated with the following exclusions: temporary pavements; variable width pavements; radius returns; short lengths of contiguous pavements less than 500 ft (125 m) in length; and constant width portions of turn lanes less than 500 ft (125 m) in length. Temporary pavements are defined as pavements constructed and removed under the same contract.

The method described in Article 407.10(a), shall be used except for those pavements constructed in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m). The method described in Article 407.10(b) shall be used in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m).

- (a) Percent Within Limits. The percent within limits (PWL) method shall be as follows.
  - (1) Lots and Sublots. The pavement will be divided into approximately equal lots of not more than 5000 ft (1500 m) in length. When the length of a continuous strip of pavement is 500 ft (1500 m) or greater but less than 5000 ft (1500 m), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement will be grouped together to form lots approximately 5000 ft (1500 m) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

(2) Cores. Cores 2 in. (50 mm) in diameter shall be taken from the pavement by the Contractor, at locations selected by the Engineer. The exact location for each core will be selected at random, but will result in one core per sublot. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the core lengths. The cores will be measured with a device supplied by the Department immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

(3) Deficient Sublot. When the length of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor may take three additional cores within that sublot at locations selected at random by the Engineer. If the Contractor chooses not to take additional cores, the pavement in that sublot shall be removed and replaced.

When the three additional cores are taken, the length of those cores will be averaged with the original core length. If the average shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the average shows the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient sublots to remain in place. For deficient sublots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient sublot is removed and replaced, or additional lifts are placed, the corrected sublot shall be retested for thickness. The length of the new core taken in the sublot will be used in determining the PWL for the lot.

When a deficient sublot is left in place, and no additional lift(s) are placed, no payment will be made for the deficient sublot. The length of the original core taken in the sublot will be used in determining the PWL for the lot.

(4) Deficient Lot. After addressing deficient sublots, the PWL for each lot will be determined. When the PWL of a lot is 60 percent or less, the pavement in that lot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient lots to remain in place.

For deficient lots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient lot is removed and replaced, or additional lifts are placed, the corrected lot shall be retested for thickness. The PWL for the lot will then be recalculated based upon the new cores; however, the pay factor for the lot shall be a maximum of 100 percent.

When a deficient lot is left in place, and no additional lift(s) are placed, the PWL for the lot will not be recalculated.

(5) Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order additional cores. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. The need for, and location of, additional cores will be determined prior to commencement of coring operations.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, more additional cores shall be taken to determine the limits of the deficient pavement and that area shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the sublot. An acceptable core is a core with a length of at least 90 percent of plan thickness.

For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement.

When the additional cores show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

- (6) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are placed, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.
- (7) Determination of PWL. The PWL for each lot will be determined as follows.

#### Definitions:

 $x_i$  = Individual values (core lengths) under consideration

n = Number of individual values under consideration (10 per lot)

 $\bar{x}$  = Average of the values under consideration

LSL = Lower Specification Limit (98% of plan thickness)

Q<sub>L</sub> = Lower Quality Index

s = Sample Standard Deviation

PWL = Percent Within Limits

Determine  $\bar{x}$  for the lot to the nearest two decimal places.

Determine *s* for the lot to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (i - \overline{x}^2)}{n - 1}} \quad \text{where} \qquad \sum (i - \overline{x}^2) = (1 - \overline{x}^2) + (2 - \overline{x}^2) + \dots + (10 - \overline{x}^2)$$

Determine Q<sub>L</sub> for the lot to the nearest two decimal places using:

$$Q_L = \frac{\langle -LSL \rangle}{S}$$

Determine PWL for the lot using the  $Q_L$  and the following table. For  $Q_L$  values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

(8) Pay Factors. The pay factor (PF) for each lot will be determined, to the nearest two decimal places, using:

$$PF$$
 (in percent) = 55 + 0.5 ( $PWL$ )

If  $\bar{x}$  for a lot is less than the plan thickness, the maximum PF for that lot shall be 100 percent.

(9) Payment. Payment of incentive or disincentive for pay items subject to the PWL method will be calculated using:

CUP = Contract Unit Price

TOTPAVT = Area of Pavement Subject to Coring

DEFPAVT = Area of Deficient Pavement

The TPF for the pavement shall be the average of the PF for all the lots; however, the TPF shall not exceed 102 percent.

Area of Deficient pavement (DEFPAVT) is defined as an area of pavement represented by a sublot deficient by more than ten percent which is left in place with no additional thickness added.

Area of Pavement Subject to Coring (TOTPAVT) is defined as those pavement areas included in lots for pavement thickness determination.

PERCENT WITHIN LIMITS							
Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)						
0.00	50.00	0.40	65.07	0.80	78.43	1.20	88.76
0.01	50.38	0.41	65.43	0.81	78.72	1.21	88.97
0.02	50.77	0.42	65.79	0.82	79.02	1.22	89.17
0.03	51.15	0.43	66.15	0.83	79.31	1.23	89.38
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99
0.07	52.69	0.47	67.57	0.87	80.47	1.27	90.19
0.08	53.07	0.48	67.93	0.88	80.76	1.28	90.38
0.09	53.46	0.49	68.28	0.89	81.04	1.29	90.58
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96
0.12	54.60	0.52	69.32	0.92	81.88	1.32	91.15
0.13	54.99	0.53	69.67	0.93	82.16	1.33	91.33
0.14	55.37	0.54	70.01	0.94	82.43	1.34	91.52
0.15	55.75	0.55	70.36	0.95	82.71	1.35	91.70
0.16	56.13	0.56	70.70	0.96	82.97	1.36	91.87
0.17	56.51	0.57	71.04	0.97	83.24	1.37	92.04
0.18	56.89	0.58	71.38	0.98	83.50	1.38	92.22
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56
0.21	58.03	0.61	72.39	1.01	84.28	1.41	92.72
0.22	58.40	0.62	72.72	1.02	84.53	1.42	92.88
0.23	58.78	0.63	73.06	1.03	84.79	1.43	93.05
0.24	59.15	0.64	73.39	1.04	85.04	1.44	93.21
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37
0.26	59.90	0.66	74.04	1.06	85.53	1.46	93.52
0.27	60.28	0.67	74.36	1.07	85.77	1.47	93.67
0.28	60.65	0.68	74.69	1.08	86.02	1.48	93.83
0.29	61.03	0.69	75.01	1.09	86.26	1.49	93.98
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13
0.31	61.77	0.71	75.64	1.11	86.73	1.51	94.27
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68
0.35	63.25	0.75	76.90	1.15	87.66	1.55	94.82
0.36	63.61	0.76	77.21	1.16	87.88	1.56	94.95
0.37	63.98	0.77	77.51	1.17	88.10	1.57	95.08
0.38	64.34	0.78	77.82	1.18	88.32	1.58	95.20
0.39	64.71	0.79	78.12	1.19	88.54	1.59	95.33

<sup>\*</sup>For  $Q_{L}$  values less than zero, subtract the table value from 100 to obtain PWL  $\,$ 

	PERCENT WITHIN LIMITS (continued)					
Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	
1.60 1.61 1.62 1.63 1.64	95.46 95.58 95.70 95.81 95.93	2.00 2.01 2.02 2.03 2.04	98.83 98.88 98.92 98.97 99.01	2.40 2.41 2.42 2.43 2.44	99.89 99.90 99.91 99.91 99.92	
1.65 1.66 1.67 1.68 1.69	96.05 96.16 96.27 96.37 96.48	2.05 2.06 2.07 2.08 2.09	99.06 99.10 99.14 99.18 99.22	2.45 2.46 2.47 2.48 2.49	99.93 99.94 99.94 99.95 99.95	
1.70 1.71 1.72 1.73 1.74	96.59 96.69 96.78 96.88 96.97	2.10 2.11 2.12 2.13 2.14	99.26 99.29 99.32 99.36 99.39	2.50 2.51 2.52 2.53 2.54	99.96 99.96 99.97 99.97	
1.75 1.76 1.77 1.78 1.79	97.07 97.16 97.25 97.33 97.42	2.15 2.16 2.17 2.18 2.19	99.42 99.45 99.48 99.50 99.53	2.55 2.56 2.57 2.58 2.59	99.98 99.98 99.99 99.99	
1.80 1.81 1.82 1.83 1.84	97.51 97.59 97.67 97.75 97.83	2.20 2.21 2.22 2.23 2.22	99.56 99.58 99.61 99.63 99.66	2.60 2.61 2.62 2.63 2.64	99.99 99.99 99.99 100.00 100.00	
1.85 1.86 1.87 1.88 1.89	97.91 97.98 98.05 98.11 98.18	2.25 2.26 2.27 2.28 2.29	99.68 99.70 99.72 99.73 99.75	≥ 2.65	100.00	
1.90 1.91 1.92 1.93 1.94	98.25 98.31 98.37 98.44 98.50	2.30 2.31 2.32 2.33 2.34	99.77 99.78 99.80 99.81 99.83			
1.95 1.96 1.97 1.98 1.99	98.56 98.61 98.67 98.72 98.78	2.35 2.36 2.37 2.38 2.39	99.84 99.85 99.86 99.87 99.88			

<sup>\*</sup>For  $Q_L\,\text{values}$  less than zero, subtract the table value from 100 to obtain PWL

- (b) Minimum Thickness. The minimum thickness method shall be as follows.
  - (1) Length of Units. The length of a unit will be a continuous strip of pavement 500 ft (150 m) in length.
  - (2) Width of Units. The width of a unit will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
  - (3) Thickness Measurements. Pavement thickness will be based on 2 in. (50 mm) diameter cores.

Cores shall be taken from the pavement by the Contractor at locations selected by the Engineer. When determining the thickness of a unit, one core shall be taken in each unit.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (4) Unit Deficient in Thickness. In considering any portion of the pavement that is deficient, the entire limits of the unit will be used in computing the deficiency or determining the remedial action required.
- (5) Thickness Equals or Exceeds Specified Thickness. When the thickness of a unit equals or exceeds the specified plan thickness, payment will be made at the contract unit price per square yard (square meter) for the specified thickness.
- (6) Thickness Deficient by Ten Percent or Less. When the thickness of a unit is less than the specified plan thickness by ten percent or less, a deficiency deduction will be assessed against payment for the item involved. The deficiency will be a percentage of the contract unit price as given in the following table.

Percent Deficiency (of Plan Thickness)	Percent Deduction (of Contract Unit Price)			
0.0 to 2.0	0			
2.1 to 3.0	20			
3.1 to 4.0	28			
4.1 to 5.0	32			
5.1 to 7.5	43			
7.6 to 10.0	50			

(7) Thickness Deficient by More than Ten Percent. When a core shows the pavement to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient pavement. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient pavement. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient pavement shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness. The thickness of the new core will be used to determine the pay factor for the corrected area.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement. In addition, an amount equal to two times the contract cost of the deficient pavement will be deducted from the compensation due the Contractor.

The thickness of the first acceptable core on each side of the core more than ten percent deficient will be used to determine any needed pay adjustments for the remaining areas on each side of the area deficient by more than ten percent. The pay adjustment will be determined according to Article 407.10(b)(6).

(8) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. These additional cores shall be taken at specific locations determined by the

Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, the procedures outlined in Article 407.10(b)(7) shall be followed, except the Engineer will determine the additional core locations.

When the additional cores, ordered by the Engineer, show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

(9) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness."

Revise Article 482.06 of the Standard Specifications to read:

"482.06 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. When the contract includes square yards (square meters) as the unit of measurement for HMA shoulder, thickness determinations shall be made according to Article 407.10(b)(3) and the following.

- (a) Length of the Units. The length of a unit shall be a continuous strip of shoulder 2500 ft (750 m) long.
- (b) Width of the Units. The width of the unit shall be the full width of the shoulder.
- (c) Thickness Deficient by More than Ten Percent. When a core shows the shoulder to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient shoulder. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient shoulder. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient shoulder will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient shoulder shall be brought to specified thickness by the addition of the applicable mixture, at no additional cost to the Department and subject to the lift thickness requirements of Article 312.05, or by removal and replacement with a new mixture. However, the surface elevation of the completed shoulder shall not exceed by more than 1/8 in. (3 mm) the surface elevation of the adjacent pavement. requested in writing by the Contractor, the Engineer may permit in writing such thin shoulder to remain in place. When an area of thin shoulder is left in place, and no additional lift(s) are placed, no payment will be made for the thin shoulder. In addition,

an amount equal to two times the contract unit price of the shoulder will be deducted from the compensation due the Contractor.

When an area of deficient shoulder is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

(d) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. When the additional cores, ordered by the Engineer, show the shoulder to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04. When the additional core shows the shoulder to be less than 90 percent of plan thickness, the procedure in (c), above shall be followed."

Revise Article 483.07 of the Standard Specifications to read:

"483.07 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. Thickness determinations shall be made according to Article 482.06 except the option of correcting deficient pavement with additional lift(s) shall not apply."

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2010

<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 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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. This determination is based on an assessment of the type of work, the location of the work, and the availability of

- (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 may 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 web site 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.

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 the good faith efforts of the bidder 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 commits 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 commit 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.
- (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 and 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 why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. 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 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 reconsideration, 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 contact. 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 owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it 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 or 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.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably 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) 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.
- (f) 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) 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 (i) of this part.
- (i) 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.

(j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

## **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

## LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time					
Original Contract Amount Daily Charges					
From More To and Than Including		Calendar Day	Work Day		
\$ 0 100,000 500,000 1,000,000 3,000,000 5,000,000 10,000,000	\$ 100,000 500,000 1,000,000 3,000,000 5,000,000 10,000,000 And over	\$ 375 625 1,025 1,125 1,425 1,700 3,325	\$ 500 875 1,425 1,550 1,950 2,350 4,650"		

## METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: April 1, 2009

Add the following to Article 503.02 of the Standard Specifications:

Add the following to Article 504.02 of the Standard Specifications:

"(j) Metal Hardware Cast into Concrete.......1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load			
5/8 in. (16 mm)	6600 lb (29.4 kN)			
3/4 in. (19 mm)	6600 lb (29.4 kN)			
1 in. (25 mm)	9240 lb (41.1 kN)"			

### MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) A listing of the total number of employees.
- b) The employee job classification.
- c) The total hours worked and payroll for each employee.

The report shall be completed by the Contractor and each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than 10 business days after the end of each month.

The report shall be submitted electronically in a format determined by the Engineer. See attachment for potential reporting format.

Any costs associated with complying with this provision 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.

## Attachment

MONTHLY PRIME AND SUBCONTRACTOR EMPLOYMENT REPORT AMERICAN RECOVERY AND REINVESTMENT ACT						
First day of reporting period (mm/dd/yyyy):	. Last day of reporting period (mm/dd/yyyy)	yyyy):  3. Notice to Proceed Date (mm/dd/yyyy)				
4. NAME AND ADDRESS OF FIRM		5. FEDERAL-AID PROJECT NUMBER				
		6. State Project Number or ID				
7. CONTRACTING AGENCY		8. STATE (or Federal Lands Region)				
	Employme	nt Data		,		
Direct, On-Project Jobs		TOTAL EMPLOYEES	TOTAL HOURS	TOTAL PAYROLL		
CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES					
NON-CONSTRUCTION	NEW HIRES EXISTING EMPLOYEES					
TOTAL						
10. PREPARED BY: (Signature and Title)				DATE		
11. REVIEWED BY: (Signature and Title of State Highway Official)				DATE		

# NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

	Table A	<del> </del>			
Deficiency Deduction Gravity Adjustment Factors					
Types of Violations Soil Disturbed and Not Permanently					
1 ypes of violations	Stabilized At Time of Violation				
	< 5	5 - 10	>10 - 25	> 25	
	Acres	Acres	Acres	Acres	
Failure to Install or Properly	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5	
Maintain BMP					
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5	
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10	
Failure to properly manage	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5	
Chemicals, Concrete Washouts or					
Residuals, Litter or other Wastes					
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5	
Maintenance, Fueling or Cleaning					
Failure to Provide or Update	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5	
Written or Graphic Plans Required					
by SWPPP					
Failure to comply with Other	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"	
Provisions of the NPDES Permit					

### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

## PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

## PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: "(g) Handling Hole Plugs......1042.16" Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: "(ee) Handling Hole Plugs ......1042.16" Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: "(p) Handling Hole Plugs...... 1042.16(a)" Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material						
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange		
0.2	-4	365	160	150		
0.2	+30	175	80	70		
0.5	-4	245	100	95		
0.5	+30	100	50	40"		

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

## REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008 Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

## SEEDING (BDE)

Effective: July 1, 2004 Revised: January 1, 2010

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES						
	Class – Type	Seeds	lb/acre (kg/hectare)			
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass	60 (70) 20 (20)			
		Red Fescue (Audubon, Sea Link, or Epic)	20 (20)			
		Hard Fescue	20 (20)			
		(Rescue 911, Spartan II, or Reliant IV) Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)			
2	Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)			
		Perennial Ryegrass	50 (55)			
		Creeping Red Fescue	40 (50)			
		Red Top	10 (10)			
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)			
		Perennial Ryegrass	20 (20)			
		Red Fescue	30 (20)			
		(Audubon, Sea Link, or Epic)	, ,			
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)			
		Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)			
3	Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye)	5 (5)			
	•	Perennial Ryegrass	20 (20)			
		Alsike Cover 2/	5 (5)			
		Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)			
		Andropogon Scoparius (Little Bluestem) 5/	12 (12)			
		Bouteloua Curtipendula (Side-Oats Grama)	10 (10)			
		Fults Salt Grass 1/ or Salty Alkaligrass	30 (35)			
l	•	Oats, Spring	50 (55)			
		Slender Wheat Grass 5/	15 (15)			
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)			

"Table 1 - SEEDING MIXTURES					
6A	Salt Tolerant Conservation	Andropogon Scoparius (Little Bluestem) 5/	5 (5)		
	Mixture	Elymus Canadensis (Canada Wild Rye) 5/	2 (2)		
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)		
		Vernal Alfalfa 2/	15 (15)		
		Oats, Spring	48 (55)		
		Fults Salt Grass 1/ or Salty Alkaligrass	20 (20)"		

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise the first paragraph of Article 1081.04(a) of the Standard Specifications to read:

"(a) Sampling and Testing. Each lot of seed furnished shall be tested by a State Agriculture Department (including other States) or by land grant college or university agricultural sections or by a Registered Seed Technologist. Testing of seed shall be accomplished within the 12 months prior to the seed being installed on the project."

Delete the last sentence of the first paragraph of Article 1081.04(c)(2) of the Standard Specifications.

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	%	Seed %	%	No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/

		TA	BLE II			
	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	
Fults Salt Grass	0	98	85	0.10	2 ( 70)	-
Salty Alkaligrass	0	98	85	0.10	2 (70)	
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 ( 70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II		98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be  $\pm 2$  in. ( $\pm 50$  mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

## SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

## **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within  $5^{\rm O}$  working days.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	6
VII.	Subletting or Assigning the Contract	6
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
Χ.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	7
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	r
	Lobbying	9

### **ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

### I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- **3.** A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- **4.** A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

- **5.** Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- **6.** Selection of Labor: During the performance of this contract, the contractor shall not:
- a. Discriminate against labor from any other State, possession, or

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

A), or

**b.** Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole.

supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- ${\bf a.}\;$  The contractor will work with the State highway agency (SHA) and

the Federal Government in carrying out EEO obligations and in their

review of his/her activities under the contract.

 $\mbox{\bf b.}\,$  The contractor will accept as his operating policy the following

statement: "It is the policy of this Company to assure that applicants

are employed, and that employees are treated during employment,

without regard to their race, religion, sex, color, national origin, age or

disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship.

and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - **b.** All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - **c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees,

- applicants for employment and potential employees.
- **e.** The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - **c.** The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - **a.** The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - **b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

## 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be

- in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- **c.** The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- **d.** The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - **a.** The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - **b.** The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - **c.** The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - **d.** In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - **a.** The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from

and to utilize DBE subcontractors or subcontractors with meaningful  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 

minority group and female representation among their employees.

Contractors shall obtain lists of DBE construction firms from SHA

personnel.

- **c.** The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- **9.** Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- **a.** The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
  - **(2)** The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women:
- (3) The progress and efforts being made in locating, hiring, training,
  - ung,
    qualifying, and upgrading minority and female employees; and
- (4) The progress and efforts being made in securing the services of

DBE subcontractors or subcontractors with meaningful minority and

female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

## **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- **b.** As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- **c.** The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located

on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- **b.** Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- **c.** All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

### 2. Classification:

- **a.** The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- **b.** The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- **(4)** with respect to helpers, when such a classification prevails in the area in which the work is performed.
- **c.** If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the

contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- **e.** The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe Benefits:

 $\mbox{\bf a.}$  Whenever the minimum wage rate prescribed in the contract for a

class of laborers or mechanics includes a fringe benefit which is not

- expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

## a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be

the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator for the Wage

and Hour Division determines that a different practice prevails for

the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- **b**. Trainees:

paid

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.
  - (4) In the event the Employment and Training Administration

withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### **5. Apprentices and Trainees** (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or

permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

### 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

## 2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. c. Each contractor and subcontractor shall furnish, each week
- in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely

all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for
- the classification of worked performed, as specified in the applicable
- wage determination incorporated into the contract.
- **e**. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data

- required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- **2**. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in

surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

# NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation: or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

# X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or

subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- **3.** That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- **4.** That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

# XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

a. By signing and submitting this proposal, the prospective

(Applicable to all Federal-aid contracts - 49 CFR 29)

primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an

explanation shall disqualify such a person from participation in

this transaction.

- **c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is

submitted if any time the prospective primary participant learns that

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal

is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

and in all solicitations for lower tier covered transactions.

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*

## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- **a**. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- **b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "primary covered transaction,"
  "participant," "person," "principal," "proposal," and
  "voluntarily excluded," as used in this clause, have the
  meanings set out in the Definitions and Coverage sections of
  rules implementing Executive Order 12549. You may contact
  the person to which this proposal is submitted for assistance in
  obtaining a copy of those regulations.
- **e.** The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- **g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \* \*

# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **3.** The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.