

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

Addenda questions may be directed to the Contracts Office at (217)782-7806 or [DOT.DE-Contracts@Illinois.gov](mailto:DOT.DE-Contracts@Illinois.gov)

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

## **STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS**

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

## **BID SUBMITTAL CHECKLIST**

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

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

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

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

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

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

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

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

**QUESTIONS: following contract execution**

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

# 96

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting June 16, 2017

### NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Route FAS 831 (Radom Road)  
Project RS-0831(107)  
District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included
- An Annual Bid Bond is included or is on file with IDOT.

Plans Included  
Herein

Prepared by	
Checked by	F

(Printed by authority of the State of Illinois)

**Page intentionally left blank**

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Project RS-0831(107)  
Route FAS 831 (Radom Road)  
District 8 Construction Funds**

**Resurfacing from US 51 to West city limits of Radom.**

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

**RETURN WITH BID**

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

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

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

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

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

<b>Attach Cashier's Check or Certified Check Here</b>	
In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.	
The proposal guaranty check will be found in the bid proposal for:	Item _____
	Section No. _____
	County _____

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes   
 Check box No

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

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COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
WASHINGTON	189	08	09-00086-00-RS	RS-0831/107/000	FAS 831

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0327979	PAVMT MRKG REM GRIND	SQ FT	2,464.000 X	=			
X4401198	HMA SURF REM VAR DP	SQ YD	20,421.000 X	=			
X7010216	TRAF CONT & PROT SPL	L SUM	1.000 X	=			
Z0004556	HMA SURFACE RM (DECK)	SQ YD	325.000 X	=			
Z0040600	PLACING REM BIT SURF	CU YD	36.000 X	=			
Z0076600	TRAINEES	HOUR	500.000 X	=	0.80		400.00
Z0076604	TRAINEES TPG	HOUR	500.000 X	=	15.00		7,500.00
20200600	EXC & GR EX SHOULDER	UNIT	166.000 X	=			
20400800	FURNISHED EXCAVATION	CU YD	395.000 X	=			
25000200	SEEDING CL 2	ACRE	0.200 X	=			
25000400	NITROGEN FERT NUTR	POUND	18.000 X	=			
25000500	PHOSPHORUS FERT NUTR	POUND	18.000 X	=			
25000600	POTASSIUM FERT NUTR	POUND	18.000 X	=			
25100630	EROSION CONTR BLANKET	SQ YD	965.000 X	=			
28000250	TEMP EROS CONTR SEED	POUND	25.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
28100707	STONE DUMP RIP CL A4	SQ YD	459.000 X	=			
28200200	FILTER FABRIC	SQ YD	294.000 X	=			
40201000	AGGREGATE-TEMP ACCESS	TON	10.000 X	=			
40600275	BIT MATLS PR CT	POUND	857.000 X	=			
40600290	BIT MATLS TACK CT	POUND	10,356.000 X	=			
40600625	LEV BIND MM N50	TON	967.000 X	=			
40600982	HMA SURF REM BUTT JT	SQ YD	554.000 X	=			
40600990	TEMPORARY RAMP	SQ YD	105.000 X	=			
40603310	HMA SC "C" N50	TON	1,933.000 X	=			
40800050	INCIDENTAL HMA SURF	TON	56.000 X	=			
44201329	CL C PATCH T2 8	SQ YD	50.000 X	=			
44300100	AREA REF CR CON TREAT	SQ YD	966.000 X	=			
44300200	STRIP REF CR CON TR	FOOT	25,166.000 X	=			
48102100	AGG WEDGE SHLD TYPE B	TON	1,230.000 X	=			
48203017	HMA SHOULDERS 5	SQ YD	3,690.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
58100200	WATERPRF MEMBRANE SYS	SQ YD	325.000 X	=	=	=	=
63000001	SPBGR TY A 6FT POSTS	FOOT	275.000 X	=	=	=	=
63000003	SPBGR TY A 9FT POSTS	FOOT	125.000 X	=	=	=	=
63000350	LSG OV CUL 12'6" SPAN	FOOT	25.000 X	=	=	=	=
63100075	TRAF BAR TERM T5A	EACH	4.000 X	=	=	=	=
63100167	TR BAR TRM T1 SPL TAN	EACH	8.000 X	=	=	=	=
63100169	TR BAR TRM T1 SPL FLR	EACH	4.000 X	=	=	=	=
63200310	GUARDRAIL REMOV	FOOT	900.000 X	=	=	=	=
67100100	MOBILIZATION	L SUM	1.000 X	=	=	=	=
70300100	SHORT TERM PAVT MKING	FOOT	770.000 X	=	=	=	=
70300150	SHRT TRM PAVT MK REM	SQ FT	257.000 X	=	=	=	=
70300220	TEMP PVT MK LINE 4	FOOT	7,296.000 X	=	=	=	=
70300280	TEMP PVT MK LINE 24	FOOT	16.000 X	=	=	=	=
72501000	TERMINAL MARKER - DA	EACH	12.000 X	=	=	=	=
78000200	THPL PVT MK LINE 4	FOOT	24,113.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78000650	THPL PVT MK LINE 24	FOOT	16.000 X	=			
78200005	GRDRAIL REF TYPE A	EACH	28.000 X	=			
				TOTAL	\$		

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

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

##### **A. Conflicts of Interest**

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

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

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

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

### **D. Prohibited Bidders, Contractors and Subcontractors**

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

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

### **E. Section 42 of the Environmental Protection Act**

Section 50-14 Environmental Protection Act violations.

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

### **F. Educational Loan**

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

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

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

### **G. Bid-Rigging/Bid Rotating**

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-11.

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

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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



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### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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

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

### **J. Disclosure of Business Operations in Iran**

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

## RETURN WITH BID

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

### C. Disclosure Form Instructions

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

**RETURN WITH BID**

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

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

Yes \_\_\_ No \_\_\_

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

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

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

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

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

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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



**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_

If "No" is checked, the bidder only needs to complete the signature box on this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules apply:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**RETURN WITH BID**

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Project RS-0831(107)  
Route FAS 831 (Radom Road)  
District 8 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

**PART III. AFFIRMATIVE ACTION PLAN**

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Illinois Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
  2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations?  
YES \_\_\_\_\_ NO \_\_\_\_\_

**RETURN WITH BID**

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Project RS-0831(107)  
Route FAS 831 (Radom Road)  
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

If more than two parties are in the joint venture, please attach an additional signature sheet.



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)



In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

---

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

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



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

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

(Name of Notary Public)

(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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



DO NOT SUBMIT WITH BID

DBE Utilization Plan

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Form with fields for Route, Section, Project, County, Letting Date, Contract No., Letting Item No., Total Bid, and Contract DBE Goal (Percent and Dollar Amount).

(4) Assurance

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

- Meets or exceeds contract award goals and has provided documented participation as follows: Disadvantaged Business Participation \_\_\_\_\_ percent. Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.
Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows: Disadvantaged Business Participation \_\_\_\_\_ percent.

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

Signature fields for Company, By, Title, and Date.

Box containing instructions: 'The "as read" Low Bidder is required to comply with the Special Provision. Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764 Local Let Projects Submit forms to the Local Agency'

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



DBE Participation Statement

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

Letting \_\_\_\_\_

Participation Statement

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

(1) Instructions

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

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

(2) Work:

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

Table with 5 columns: Pay Item No., Description (Anticipated items for trucking)\*, Quantity, Unit Price, Total. Includes a Total row at the bottom right.

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

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

\*Applies to trucking only

(4) Commitment

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

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

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

Signature for Contractor \_\_ 1st Tier \_\_ 2nd Tier
Date
Contact Person
Title
Firm Name
Address
City/State/Zip
Phone
Email Address

Signature for DBE Firm \_\_ 1st Tier \_\_ 2nd Tier
Date
Contact Person
Title
Firm Name
Address
City/State/Zip
Phone
Email Address

E \_\_\_\_\_

WC \_\_\_\_\_

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

# PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Project RS-0831(107)  
Route FAS 831 (Radom Road)  
District 8 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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



**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

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

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

**D. Prohibited Bidders, Contractors and Subcontractors**

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

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

**E. Section 42 of the Environmental Protection Act**

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

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

**I. DISCLOSURES**

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

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

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

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

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

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

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

---

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

Yes \_\_\_ No \_\_\_

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

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

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

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

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

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH SUBCONTRACT**

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

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

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

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_ If "No" is checked, the subcontractor only needs to complete the signature box on this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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





## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. June 16, 2017. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 97650  
WASHINGTON County  
Section 09-00086-00-RS  
Project RS-0831(107)  
Route FAS 831 (Radom Road)  
District 8 Construction Funds**

### **Resurfacing from US 51 to West city limits of Radom.**

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

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-17)

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CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

RECURRING SPECIAL PROVISIONS

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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LR SD12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	10	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		<input type="checkbox"/> Equipment Rental Rates	Jan. 1, 2012	
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		<input type="checkbox"/> Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5		<input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 400-8		<input type="checkbox"/> Pulverization	Jan. 24, 2017	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		<input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 403-3		<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	July 1, 2016	
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-Shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 542-1		<input type="checkbox"/> Pipe Culverts, Special	Apr. 1, 2016	
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	11	<input checked="" type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	
LR 80029-1		<input type="checkbox"/> Disadvantaged Business Enterprise Participation for Local Lettings	Aug. 26, 2016	

## BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80382		Adjusting Frames and Grates	April 1, 2017	
80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80366	12	X Butt Joints	July 1, 2016	
* 80384	13	X Compensable Delay Costs	June 2, 2017	
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	17	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
80378		Dowel Bar Inserter	Jan. 1, 2017	
80229		Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	28	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	April 1, 2017
* 80383		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	
80376	29	X Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80367		Light Poles	July 1, 2016	
80368		Light Tower	July 1, 2016	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369		Mast Arm Assembly and Pole	July 1, 2016	
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371	30	X Pavement Marking Removal	July 1, 2016	
80298		Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80377		Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
80359		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Jan. 1, 2017
80338		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	31	X Progress Payments	Nov. 2, 2013	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	32	X Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127		Steel Cost Adjustment	April 2, 2004	July 1, 2015
80379	42	X Steel Plate Beam Guardrail	Jan. 1, 2017	
80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80298	45	X	Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338	47a	X	Training Special Provision	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80381	48	X	Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	
80380			Tubular Markers	Jan. 1, 2017	
80288			Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	49	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	50	X	Working Days	Jan. 1, 2002	

The following special provisions are in the 2017 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance – Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

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

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



## **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 by the Department of Transportation, of the State of Illinois, and the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures of Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAS 831 (County Highway 23) resurfacing, Section 09-00086-00-RS in Washington County, Illinois, 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:** This project consists of approximately 1.6 miles of resurfacing on County Highway 23 between U.S. Route 51 and the Village limits of Radom. Items of work also includes excavating and grading shoulders, hot-mix asphalt/aggregate shoulders, removal and installation of guard rail, pavement marking, and all incidental work necessary to complete the plans as proposed.

**EXAMINATION OF SITE:** All bidders shall visit the project site, prior to the bid letting date, to determine such details of construction necessary to fully complete the project.

The cost of materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

**SAFETY AND PROTECTION:** In addition to the requirements of the Standard Specifications for Road and Bridge Construction articles 107.09 and 107.28, the following shall apply. In case of conflict therein, the more stringent requirement shall apply.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulation of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the Engineer, County or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of The Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Contractor that the work is acceptable (accept as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the County.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the County, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the County prompt, written notice if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the County determines that a change in the contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variations.

No separate payment will be made for safety and protection. Work, materials, and labor for this work shall be considered included in the cost of the contract.

**UNDERGROUND FACILITIES AND UTILITIES:** The location of underground facilities and utilities has been determined from surface observations and available surveys and records and must be considered approximate. There may be others, the existence of which is not presently shown or known. It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction.

**STATUS OF UTILITIES TO BE ADJUSTED:**

<u>Name and Address of Utility</u>		<u>Location</u>	<u>Estimated Date Relocation Completed</u>
Frontier Communications 111 E State Street Mascoutah, IL 62258 Attn: Kalin Hinshaw	Telephone	Various	None Anticipated
Washington Cnty Water Co 17575 Connecticut Rd. Nashville, IL 62263 Attn: Steve Fletcher	Water	Various	None Anticipated
Village Of Radom Attn: Larry Wachowski	Water	Various	None Anticipated
Tri-county Electric CO-OP 3906 W. Broadway Mt. Vernon, IL 62864 Attn: Dennis Ivers	Electric	Various	None Anticipated

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provision of Articles 102, 105.07, and 107.31 of the Standard Specifications for Road and Bridge Construction and the special provision for "Cooperation with Utilities" shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. Requests for an extension of time will be considered to the extent the Contractor's operations were affected.

**TRAFFIC CONTROL AND PROTECTION (SPECIAL):** 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 "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and the Traffic Control Plan details and Highway Standards contained herein and in the plans.

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

701006	701901	701011	701201	701206	701301
701306	701311	701326	701901	BLR 21-9	BLR 25-1

In addition, the following Special Provision(s) will also *govern* traffic control for this project:

**CONSTRUCTION AND MAINTENANCE SIGNS  
WORK ZONE TRAFFIC CONTROL SURVEILLANCE  
FLAGGERS IN WORK ZONES**

The Contractor shall endeavor to keep all roads within the project limits open to traffic as much as possible, except that temporary closure of the road to thru traffic will be allowed for the installation of the waterproofing membrane on the bridge. Road closure shall be minimized. At such times when the road is closed to thru traffic, local access to property owners shall be maintained. The Contractor may not close the road without providing 14 day written notice to and approved by the Engineer. It shall be the contractor's responsibility to notify the applicable emergency services, school districts, and postal services of the closure. If at any time signs are in place but are not applicable, they shall be turned from the view of the motorist or covered as directed by the Engineer.

Traffic control shall be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)** which price shall include furnishing, installation, maintenance, relocation, and removal of all signs, cones, barricades, warning lights, flaggers, or any other traffic control device necessary to complete the work as shown in the plans.

**AGGREGATE WEDGE SHOULDER, TYPE B:** This work shall consist of the construction of aggregate shoulder wedges in accordance with Section 481 of the Standard Specifications, as detailed in the plans, and as directed by the Engineer.

Where necessary around guardrail, the Contractor shall place and shape the shoulder material (minimum 6" thick) manually to the satisfaction of the Engineer.

The contractor may elect to use reclaimed asphalt pavement from this project for Aggregate Wedge Shoulder, Type B.

This work shall be paid for at the contract unit price per ton **AGGREGATE WEDGE SHOULDERS, TYPE B** which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**EXCAVATING AND GRADING SHOULDER:** This work shall be done in accordance with Section 202 of the Standard Specifications for Road and Bridge Construction except that the material excavated shall be graded/windrowed to the side of the proposed hot-mix asphalt shoulder until the proposed hot-mix asphalt binder and surface course is fully constructed then the material shall be graded and shaped back against and along the proposed hot-mix asphalt shoulder before being capped with aggregate shoulder material as directed by the Engineer.

The removal of existing hot-mix asphalt surfaces/pavements through entrances will be required and considered as part of this work, as directed by the Engineer, and will not be paid for separately.

The Contractor shall complete all excavation and construct the bottom lift of hot-mix shoulder all in the same day to minimize the duration of the open trench adjacent to the existing pavement, unless directed otherwise by the Engineer. All work shall be completed on one side of the road prior to starting any operations on the other side.

This work will be measured in units of 100' along each edge of pavement and paid for at the contract unit bid price per unit for EXCAVATING AND GRADING EXISTING SHOULDER. Hot-mix asphalt shoulder will be paid for separately.

**STRIP REFLECTIVE CRACK CONTROL TREATMENT:** This work shall be in accordance with Section 443 of the Standard Specifications for Road and Bridge Construction.

System A must be used and the Contractor will not have the option for system type.

This work shall be paid for at the contract unit price per foot STRIP REFLECTIVE CRACK CONTROL TREATMENT which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**AREA REFLECTIVE CRACK CONTROL TREATMENT:** This work shall be in accordance with Section 443 of the Standard Specifications for Road and Bridge Construction.

System A must be used and the Contractor will not have the option for system type. The areas of application are not specific and have been estimated at a total quantity of 5% of the entire project pavement area. Area Reflective Crack Control Treatment is estimated to be lane width or wider. Locations and quantities will be determined after the Contractor has completed the milling operations.

This work shall be paid for at the contract unit price per square yard AREA REFLECTIVE CRACK CONTROL TREATMENT, which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**CLASS C PATCHES, TYPE II, 8 INCH:** This work shall be in accordance with Section 442 of the Standard Specifications for Road and Bridge Construction.

The plans contain an approximated area of patching based on 0.26% of the total roadway area. Said quantities are only estimated. Actual locations and dimensions are to be determined in the field by the Engineer.

The Contractor shall be required to remove existing pavement and place Class C Patches the same day. Class C Patches shall reach sufficient strength and shall be re-opened to traffic before dark on the same day as placement. No broken pavement, open holes, or partially filled patches shall remain overnight and all devices shall be removed before dark. If patches are not opened when required, additional traffic control shall be provided at no additional cost to the Contract.

This work shall be paid for at the contract unit price per square yard CLASS C PATCHES, TYPE II, 8 INCH, which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH:** This work shall be in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction.

The existing HMA surface to be removed shall be ¾" at the centerline. The thickness of removal varies. Existing cross slope is inconsistent throughout the project. Surface removal shall match the proposed cross slope.

This work shall be paid for at the contract unit price per square yard HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**HOT MIX ASPHALT SURFACE REMOVAL (DECK):** This work shall be in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction.

The entire surface on the bridge deck shall be removed without damaging the bridge deck. Contractor is responsible for determining the means and methods for removal with the approval of the Engineer. Any damage to the bridge will be repaired or replaced to the satisfaction of the Engineer and no compensation to the contractor will be made for such repair.

This work shall be paid for at the contract unit price per square yard HOT MIX ASPHALT SURFACE REMOVAL (DECK), which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

**PLACING REMOVED BITUMINOUS SURFACE:** This work shall be in accordance with Section 402 of the Standard Specifications for Road and Bridge Construction with the exception of the material used shall be Reclaimed Asphalt Pavement from this project.

This work shall be paid for at the contract unit price per cubic yard PLACING REMOVED BITUMINOUS SURFACE, which price shall include all labor, material, and equipment necessary to complete the work to the satisfaction of the Engineer.

## **SUBMITTAL OF EEO/LABOR DOCUMENTATION**

Effective: April 2016

This work shall be done in accordance with Check Sheets No. 1, 3 and 5 of the IDOT Supplemental Specifications and Recurring Special Provisions and the "Weekly DBE Trucking Reports (BDE)" Special Provision, except as here-in modified.

### PAYROLL AND STATEMENT OF COMPLIANCE:

Certified payroll, (FORM SBE 48 OR AN APPROVED FACSIMILE) and the Statement of Compliance, (FORM SBE 348) shall be submitted by two methods:

1. By Mail (United States Postal Service): The ORIGINAL of the certified payroll and the Statement of Compliance for the Prime Contractor and each Subcontractor shall be submitted by mail to the Regional Engineer for District 8.
2. Electronically: Scan both the ORIGINAL of the certified payroll and the Statement of Compliance to the same PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 48 and SBE 348 forms shall be submitted weekly and will be considered late if received after midnight seven (7) business days after the payroll ending date.

### WEEKLY DBE TRUCKING REPORT:

The Weekly DBE Trucking Report, (FORM SBE 723) shall be submitted electronically. Scan the form to a PDF file and email to the District at the email address designated by the District EEO Officer.

SBE 723 forms shall be submitted weekly and will be considered late if received after midnight ten (10) business days following the reporting period.

### MONTHLY LABOR SUMMARY & MONTHLY CONTRACT ACTIVITY REPORTS:

The Monthly Labor Summary Report (MLSR) shall be submitted by one of two methods:

1. For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form D8 PI0148. Submit the ORIGINAL report by mail to the Regional Engineer for District Eight. Contractors also have the option of using the method #2 outlined below.
2. For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". This file shall be submitted by e-mail using specific file formatting criteria provided by the District EEO Officer. Contractors must submit a sample text file to District 8 for review at least fourteen (14) days prior to the start of construction.



The Monthly Contract Activity Report (MCAR) may be typed or clearly handwritten using Form D8 PI0149.

The Monthly Labor Summary Report and the Monthly Contract Activity Report shall be submitted concurrently. If the method of transmittal is method #1 above then both the MLSR and the MCAR shall be mailed together in the same envelope. If the method of transmittal is method #2 above then the MCAR shall be scanned to a .pdf file and attached to the email containing the MLSR .txt file.

The MLSR and MCAR must be submitted for each consecutive month, for the duration of the project, and will be considered late if received after midnight ten (10) calendar days following the reporting period.

REQUEST FOR APPROVAL OF SUBCONTRACTOR:

The ORIGINAL and one copy of the Request for Approval of Subcontractor (FORM BC 260A) shall be submitted to the District at the IDOT Preconstruction Conference.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:

The ORIGINAL and one copy of the Substance Abuse Prevention Program Certification (FORM BC 261) shall be submitted to the District at the IDOT Preconstruction Conference.

The Contractor is required to follow submittal procedures as provided by the EEO Officer at the preconstruction conference and to follow all revisions to those procedures as issued thereafter.

If a report is rejected, it is the contractor's responsibility to make required adjustments and/or corrections and resubmit the report. Reports not submitted and accepted within the established timeframes will be considered late.

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. **Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.**

**This Special Provision must be included in each subcontract agreement.**

ALL HARD COPY FORMS TO BE SUBMITTED TO:

Region 5 Engineer  
Illinois Department of Transportation  
ATTN: EEO/LABOR OFFICE  
1102 Eastport Plaza Drive  
Collinsville, IL 62234-6198

Compliance with this Special Provision shall be included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

## **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

**METHOD OF MEASUREMENT:** The unit of measurement is in hours.

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1 . During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

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:

Washington County

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

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.

## BUTT JOINTS (BDE)

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

“(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement  $\pm$  1/4 in. ( $\pm$  6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield <sup>1/</sup> , percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F <sub>50</sub>	ASTM D 746	<-105 °F (<-76 °C)

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

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## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less.

Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13.”

Revise Article 108.04(b) of the Standard Specifications to read:

“(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

- “(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead



other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$

Where: TE = Duration of approved time extension in calendar days.

% = Percent maintenance for the traffic control, % (see table below).

CUP = Contract unit price for the traffic control pay item in place during the delay.

OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 15.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: January 1, 2010  
 Revised: April 1, 2016

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

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

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

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

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

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

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% <sup>1/</sup>	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%"

**HOT-MIX ASPHALT – TACK COAT (BDE)**

Effective: November 1, 2016

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

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

80376

**PAVEMENT MARKING REMOVAL (BDE)**

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

**“783.02 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery .....	1101.12

Note 1. Grinding equipment shall be approved by the Engineer.”

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

**“783.03 Removal of Conflicting Markings.** Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours.”

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

“The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.”

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

**“783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast.”

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

**“783.06 Basis of Payment.** This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING.”

Delete Article 1101.13 from the Standard Specifications.

80371



## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

80328

## RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: April 1, 2016

Revise Section 1031 of the Standard Specifications to read:

### **"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

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

50	25	15	10
70	15	10	10
90	10	10	10

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

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

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

**FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

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

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

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

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



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

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

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

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

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

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

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

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

(1) Dryer Drum Plants.

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

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

(2) Batch Plants.

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

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

**1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.**

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

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

80306

**STEEL PLATE BEAM GUARDRAIL (BDE)**

Effective: January 1, 2017

Revise Article 630.02 of the Standard Specifications to read:

**“630.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Steel Plate Beam Guardrail .....	1006.25
(b) Wood Posts and Wood Block .....	1007.01, 1007.02, 1007.06
(c) Steel Posts, Blockouts, Restraints and Wire Rope for Guardrail .....	1006.23
(d) Preservative Treatment .....	1007.12
(e) Reinforcement Bars .....	1006.10
(f) Plastic Blockouts (Note 1)	
(g) Chemical Adhesive Resin System .....	1027.01
(h) Controlled Low-Strength Material (CLSM) .....	1019

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department’s qualified product list.”

Revise Article 630.05 of the Standard Specifications to read:

**“630.05 Posts.** Posts shall be as follows.

- (a) Wood Posts. Wood posts and blocks shall be treated. The posts and blocks shall be cut to the proper dimensions before treatment. No cutting of the posts or blocks will be permitted after treatment. Posts shall be erected according to Article 634.05.
- (b) Steel Posts. Steel posts may be driven by hand or mechanical methods provided they are protected by a suitable driving cap and the earth around the posts compacted, if necessary, after driving. When steel posts are driven to incorrect alignment or grade, they shall be removed and set according to Article 634.05.

When it is necessary to shorten the posts in the field, the lower portion shall be cut off in a manner to provide a smooth cut with minimum damage to the galvanizing. Cut areas shall be repaired according to the requirements of AASHTO M 36.”

Revise Article 630.06 of the Standard Specifications to read:

**“630.06 Shoulder Stabilization at Guardrail.** Shoulder stabilization shall be constructed at the locations of steel plate beam guardrail installation according to the details shown on the plans. On new construction projects, the material used in the shoulder stabilization shall be the same as that used in the adjacent paved shoulder. On shoulder resurfacing projects, the

material used in the shoulder stabilization shall be the same as that used for the shoulder resurfacing.

When portland cement concrete is used, shoulder stabilization shall be constructed according to the applicable portions of Section 483. The shoulder stabilization shall be constructed simultaneously with the adjacent portland cement concrete shoulder. Guardrail posts shall be driven through leaveouts or holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with hot-mix asphalt (HMA) or CLSM.

When HMA is used, shoulder stabilization shall be constructed according to the applicable portions of Section 482. On new construction, the shoulder stabilization shall be constructed simultaneously with the HMA shoulder. On shoulder resurfacing projects, the portion of the shoulder stabilization below the surface of the existing paved shoulder shall be placed and compacted separately. The guardrail posts shall be driven through holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM.

When driving guardrail posts through existing shoulders, shoulder stabilization, or other paved areas, the posts shall be driven through cored holes. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM.”

Revise Article 630.08 of the Standard Specifications to read:

**“630.08 Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for NON-BLOCKED STEEL PLATE BEAM GUARDRAIL; STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT (2.74 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 9 FOOT (2.74 M) POSTS; or STEEL PLATE BEAM GUARDRAIL, TYPE D, 6 FOOT (1.83 M) POSTS.

When end sections are specified, they will not be paid for as a separate item, but shall be considered as included in the unit price for steel plate beam guardrail.

Steel plate beam guardrail mounted on existing culverts will be paid for at the contract unit price per foot (meter) for STRONG POST GUARDRAIL ATTACHED TO CULVERT or WEAK POST GUARDRAIL ATTACHED TO CULVERT, of the case specified.

Portland cement concrete shoulder stabilization at guardrail will be paid for according to Article 483.10.

HMA shoulder stabilization at guardrail will be paid for according to Article 482.08.

Excavation in rock will be paid for according to Article 502.13.

Steel plate beam guardrail incorporating long-span spacing will be paid for at the contract unit price per foot (meter) for LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN (3.8 M) SPAN; LONG-SPAN GUARDRAIL OVER CULVERT, 18 FT 9 IN (5.7 M) SPAN; or LONG-SPAN GUARDRAIL OVER CULVERT, 25 FT (7.6 M) SPAN.

Steel plate beam guardrail incorporating treated timber at the back side of the post will be paid for at the contract unit price per foot (meter) for BACK SIDE PROTECTION OF GUARDRAIL."

80379

**TEMPORARY PAVEMENT MARKING (BDE)**

Effective: April 1, 2012

Revised: April 1, 2017

Revise Article 703.02 of the Standard Specifications to read:

**703.02 Materials.** Materials shall be according to the following.

- (a) Pavement Marking Tape, Type I and Type III ..... 1095.06
- (b) Paint Pavement Markings ..... 1095.02
- (c) Pavement Marking Tape, Type IV ..... 1095.11"

Revise the second paragraph of Article 703.05 of the Standard Specifications to read:

"Type I marking tape or paint shall be used at the option of the Contractor, except paint shall not be applied to the final wearing surface unless authorized by the Engineer for late season applications where tape adhesion would be a problem. Type III or Type IV marking tape shall be used on the final wearing surface when the temporary pavement marking will conflict with the permanent pavement marking such as on tapers, crossovers and lane shifts."

Revise Article 703.07 of the Standard Specifications to read:

**703.07 Basis of Payment.** This work will be paid for as follows.

- a) Short Term Pavement Marking. Short term pavement marking will be paid for at the contract unit price per foot (meter) for SHORT TERM PAVEMENT MARKING. Removal of short term pavement markings will be paid for at the contract unit price per square foot (square meter) for SHORT TERM PAVEMENT MARKING REMOVAL.
- b) Temporary Pavement Marking. Where the Contractor has the option of material type, temporary pavement marking will be paid for at the contract unit price per foot (meter) for TEMPORARY PAVEMENT MARKING of the line width specified, and at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS.

Where the Department specifies the use of pavement marking tape, the Type III or Type IV temporary pavement marking will be paid for at the contract unit price per foot (meter) for PAVEMENT MARKING TAPE, TYPE III or PAVEMENT MARKING TAPE, TYPE IV of the line width specified and at the contract unit price per square feet (square meter) for PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS or PAVEMENT MARKING TAPE, TYPE IV – LETTERS AND SYMBOLS.

Removal of temporary pavement markings will be paid for at the contract unit price per square foot (square meter) for TEMPORARY PAVEMENT MARKING REMOVAL.

When temporary pavement marking is shown on the Standard, the cost of the temporary pavement marking and its removal will be included in the cost of the Standard."

Add the following to Section 1095 of the Standard Specifications:

**"1095.11 Pavement Marking Tape, Type IV.** The temporary, preformed, patterned markings shall consist of a white or yellow tape with wet retroreflective media incorporated to provide immediate and continuing retroreflection during both wet and dry conditions. The tape shall be manufactured without the use of heavy metals including lead chromate pigments or other similar, lead-containing chemicals.

The white and yellow Type IV marking tape shall meet the Type III requirements of Article 1095.06 and the following.

- (a) **Composition.** The retroreflective pliant polymer pavement markings shall consist of a mixture of high-quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a layer of wet retroreflective media bonded to a durable polyurethane topcoat surface. The patterned surface shall have approximately 40% ± 10% of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed beads or particles.
- (b) **Retroreflectance.** The white and yellow markings shall meet the following for initial dry and wet retroreflectance.
  - (1) **Dry Retroreflectance.** Dry retroreflectance shall be measured under dry conditions according to ASTM D 4061 and meet the values described in Article 1095.06 for Type III tape.
  - (2) **Wet Retroreflectance.** Wet retroreflectance shall be measured under wet conditions according to ASTM E 2177 and meet the values shown in the following table.

**Wet Retroreflectance, Initial  $R_L$**

Color	$R_L$ 1.05/88.76
White	300
Yellow	200

- (c) **Color.** The material shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and a two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 minimum
*Yellow	36-59



\*Shall match Federal 595 Color No. 33538 and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (d) Skid Resistance. The surface of the markings shall provide an average minimum skid resistance of 50 BPN when tested according to ASTM E 303.
- (e) Sampling, Testing, Acceptance, and Certification. Prior to approval and use of the wet reflective, temporary, removable pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, and date of manufacture.

After approval by the Department, samples and certification by the manufacturer shall be submitted for each batch used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, manufacturer's name, and date of manufacture.

All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer."

80298

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

## **TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (BDE)**

Effective: January 1, 2017

Revise Article 631.04 of the Standard Specifications to read:

**“631.04 Traffic Barrier Terminal, Type 1 Special (Tangent) and Traffic Barrier Terminal, Type 1 Special (Flared).** These terminals shall meet the testing criteria contained in either NCHRP Report 350 or MASH. In addition to meeting the criteria in one or both of these references, the terminals shall be on the Department’s qualified product list.

The terminal shall be installed according to the manufacturer’s specifications. The beginning length of need point of the terminal shall be placed within 12 ft 6 in (3.8 m) of the length of need point shown on the plans.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.”

80381

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

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

80302

**WORKING DAYS (BDE)**

Effective: January 1, 2002

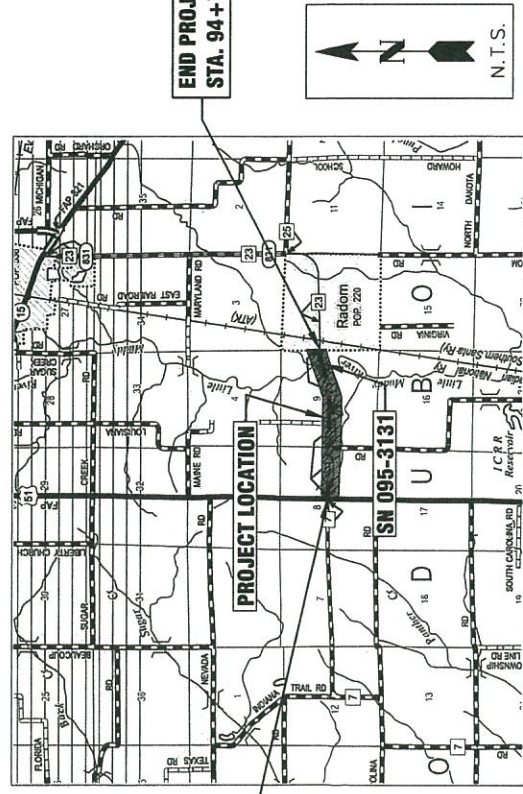
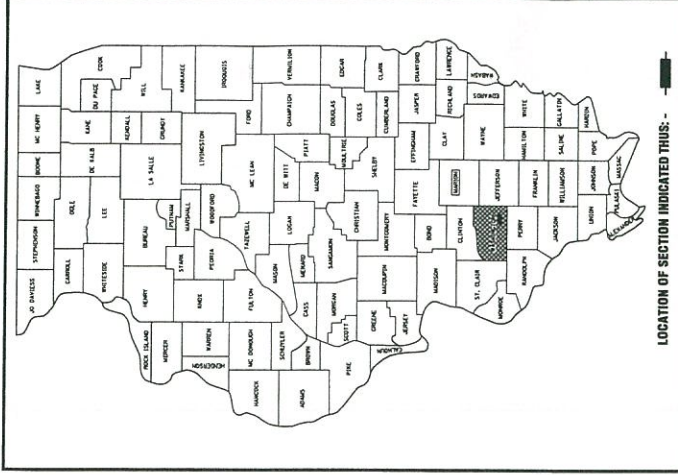
The Contractor shall complete the work within 30 working days.

80071

1 of 84

**STATE OF ILLINOIS**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**  
**3R PLANS FOR PROPOSED LOCAL AGENCY IMPROVEMENTS**  
**FAS RTE 831 (CH 23) RADOM ROAD**  
**WASHINGTON COUNTY, ILLINOIS**  
**SECTION NO. 09-00086-00-RS**  
**PROJECT NO. RS-0831(107)**  
**JOB NO. C-98-380-14**  
**STR PROGRAM**

CONTRACT NO. 97650  
FEDERAL AID PROJECT



**LOCATION MAP**  
 NET LENGTH OF PROJECT: 8458.3 FT = 1.602 MI  
 FUNCTIONAL CLASSIFICATION: RURAL MAJOR COLLECTOR  
 ADT: CURRENT (2016) 1100  
 20-YEAR (2036) 1320  
 DESIGN SPEED: 50MPH



*Monica S. French* 4-6-17

DATE: 04/06/2017  
 L.I.C. EXPIRES: 11/30/2017

RAAL JOB NO. 52016  
 DATE: 04/06/2017

**RHUTASEL and ASSOCIATES, INC.**  
 CONSULTING ENGINEERS • LAND SURVEYORS  
 7 CARPENTER DRIVE, SALEM, IL 62881  
 PHONE: (618) 532-1992 / FAX: (618) 532-1993  
 ILLINOIS DESIGN FIRM LICENSE NO. 184-000287



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WASHINGTON COUNTY

APPROVED APR 7, 2017  
 WASHINGTON COUNTY ENGINEER

PASSED 4/10, 2017  
*acting engineer*  
 DISTRICT EIGHT ENGINEER OF LOCAL ROADS & STREETS

RELEASING FOR BID BASED ON LIMITED REVIEW 4/10, 2017  
*Jay Z. Reiggen*  
 REGION FIVE ENGINEER

**J.U.L.I.E.**  
**JOINT UTILITY LOCATION INFORMATION**  
**FOR EXCAVATION 1-800-892-0123 OR (811)**



TOTAL SHEETS	SHEET NUMBER
34	2
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	

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- 17-35 IMPROVEMENT PLANS
- 36-38 MISCELLANEOUS DETAILS
- 39-43 CROSS SECTIONS
- 44-84 IDOT HIGHWAY STANDARDS

APPLICABLE IDOT HIGHWAY STANDARDS:

- 000001-06 701306-03
- 001006 701311-03
- 280001-07 701326-04
- 442201-03 701901-06
- 630001-11 725001-01
- 630101-10 780001-05
- 630301-07 782006
- 701006-05 B.L.R. 21-9
- 701011-04 B.L.R. 24-2
- 701201-04 B.L.R. 25-1
- 701206-03 B.L.R. 27-1
- 701301-04

LIST OF KNOWN UTILITIES:

UTILITY TYPE	NAME OF UTILITY	PHONE NUMBER	CONTACT NAME
ELECTRIC	TRI-COUNTY ELECT. CO-OP.	618-244-5151	DENNIS IVERS
WATER	VILLAGE OF RADOM	618-485-2241	LARRY WACHOWSKI
WATER	WASHINGTON COUNTY WATER	618-327-4454	STEVE FLETCHER
TELEPHONE	FRONTIER COMM. (SOUTH)	815-895-1515	KALIN HINSHAW

COMMITMENTS  
NONE AT THIS TIME.

RAAI JOB NO. 52016

**INDEX, STANDARDS & UTILITIES**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\GEN-NOTES, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	3
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE ACCORDING TO ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED APRIL 1, 2016, AND THE SPECIAL PROVISIONS.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY IMMEDIATELY.
- EXCEPT WHERE DESIGNATED OTHERWISE, THE LOCATIONS AND/OR DEPTHS OF UNDERGROUND UTILITIES SHOWN HAVE BEEN TAKEN FROM INFORMATION FURNISHED BY THE OTHERS & MUST BE CONSIDERED APPROXIMATE AND SHALL NOT BE CONSIDERED ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES. CONTACT J.U.L.I.E. AND ALL UTILITY COMPANIES.
- THE EXISTING RIGHT OF WAY SHOWN HEREON HAS BEEN PROTRACTED FROM EXISTING RECORDS AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. FURTHERMORE, NO COMPLETE SURVEY OF SAID R.O.W. IS IMPLIED BY THIS DRAWING.
- ALL EARTH SURFACES DISTURBED BY CONSTRUCTION SHALL BE PERMANENTLY SEEDED AS DIRECTED BY THE ENGINEER. ALL EARTH SURFACES DISTURBED BY THE CONTRACTOR OUTSIDE THE PROPOSED CONSTRUCTION LIMITS SHALL BE SEEDED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. WATER SHALL NOT STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE AWARE THAT NO EASEMENTS HAVE BEEN ACQUIRED FOR THESE IMPROVEMENTS AND SHALL KEEP ALL OPERATIONS CONFINED TO EXISTING R.O.W.
- ALL CONSTRUCTION WILL BE PERFORMED UNDER TRAFFIC WITH THE EXCEPTION OF THE DURATION OF INSTALLATION OF THE WATERPROOFING MEMBRANE ON THE BRIDGE. CONTRACTOR SHALL MINIMIZE THE DAYS OF ROAD CLOSURE.
- A QUANTITY FOR TEMPORARY PAVEMENT MARKING EQUAL TO THE AMOUNT FOR PERMANENT PAVEMENT MARKING HAS BEEN ADDED TO THE PLANS TO ACCOMMODATE SEASONAL RESTRICTIONS.
- THE ENGINEER SHALL BE THE SOLE JUDGE CONCERNING CURING TIME FOR THE VARIOUS HOT-MIX ASPHALT.

APPLICATION RATES

PAVING  
 ALL HOT-MIX ASPHALT 0.056 TONS/SQ. YD./INCH  
 BITUMINOUS MATERIALS (PRIME COAT) 0.05 LBS/SQ FT (HMA, FCC)  
 0.25 LBS/SQ FT (AGG)  
 0.025 LBS/SQ FT (FOG COAT-HMA)

SEEDING  
 NITROGEN FERTILIZER NUTRIENT 90 LBS/ACRE  
 PHOSPHORUS FERTILIZER NUTRIENT 90 LBS/ACRE  
 POTASSIUM FERTILIZER NUTRIENT 90 LBS/ACRE  
 MULCH 2 TONS/ACRE

MIXTURE USE(S)	SURFACE COURSE	LEVELING BINDER	INCIDENTAL	SHOULDER
APPLICATION	HMA SC "C" N50	LEV BIND HM N50	INCIDENTAL HMA SURF	HMA SHOULDER 5
AC/PC	PG 64-22	PG 64-22	PG 64-22	PG 64-22
RAP % (MAX.)	SEE SPECIFICATIONS	SEE SPECIFICATIONS	SEE SPECIFICATIONS	SEE SPECIFICATIONS
DESIGN AIR Voids	4.0% @ Ndes=50	4.0% @ Ndes=50	4.0% @ Ndes=50	4.0% @ Ndes=50
MIX COMPOSITION (GRADATION MIXTURE)	IL-9.5	IL-9.5	IL-9.5	IL-19.0L
FRICION AGG	MIXTURE "C"	MIXTURE "C"	MIXTURE "C"	
MIXTURE WEIGHT	112 LBS/SQ. YD./IN.	112 LBS/SQ. YD./IN.	112 LBS/SQ. YD./IN.	112 LBS/SQ. YD./IN.

GENERAL NOTES

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RAAI JOB NO. 52016

PLANS GEN-NOTES, 4-8-17

TOTAL SHEETS	84	SHEET NUMBER	4
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

### SUMMARY OF QUANTITIES

SP	CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY
*	20200600	EXCAVATING AND GRADING EXISTING SHOULDER	UNIT	166
	20400800	FURNISHED EXCAVATION	CY	395
	25000200	SEEDING, CLASS 2	ACRE	0.2
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	18
	25000600	PHOSPHORUS FERTILIZER NUTRIENT	POUND	18
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	18
	25100630	EROSION CONTROL BLANKET	SQ YD	965
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	25
	28100707	STONE DUMPED RIPRAP, CLASS A4	SQ YD	459
	28200200	FILTER FABRIC	SQ YD	294
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	10
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	857
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	10,356
	40600625	LEVELING BINDER (MACHINE METHOD), N60	TON	967
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	554
	40600990	TEMPORARY RAMP	SQ YD	105
	40603310	HOT-MIX ASPHALT, SURFACE COURSE, MIX C, N60	TON	1,933

△ SPECIALTY ITEMS

RAAI JOB NO. 52016

**SUMMARY OF QUANTITY 1 OF 3**  
 FAS RTE 831 (COUNTY HWY 23)  
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PLANS\504\_4-6-17

### SUMMARY OF QUANTITIES

SP	CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY
	40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	56
*	44201329	CLASS C PATCHES, TYPE II, 8 INCH	SQ. YD	50
*	44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SQ. YD	966
*	44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	25,166
*	48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	1,230
	48203017	HOT MIX ASPHALT SHOULDER, 5.0"	SQ. YD	3,690
	58100200	WATERPROOFING MEMBRANE SYSTEM	SQ. YD	325
△	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	275
△	63000003	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	125
△	63000350	LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN SPAN	FOOT	25
△	63100075	TRAFFIC BARRIER TERMINAL, TYPE 5A	EACH	4
△	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	8
△	63100169	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED	EACH	4
	63200310	GUARDRAIL REMOVAL	FOOT	900
	67100100	MOBILIZATION	LSUM	1
	70300100	SHORT TERM PAVEMENT MARKING	FOOT	770
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ. FT	257
	70300220	TEMPORARY PAVEMENT MARKING LINE 4"	FOOT	7,296
	70300280	TEMPORARY PAVEMENT MARKING LINE 24"	FOOT	16
△	72501000	TERMINAL MARKER - DIRECT APPLIED	EACH	12

TOTAL SHEETS	84	SHEET NUMBER	5
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

△ SPECIALTY ITEMS

RAAI JOB NO. 52016

**SUMMARY OF QUANTITY 2 OF 3**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



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PLANS 500, 8-6-17

SUMMARY OF QUANTITIES				
SP	CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY
	78000200	THERMOPLASTIC PAVEMENT MARKING LINE-4"	FOOT	24,113
	78000650	THERMOPLASTIC PAVEMENT MARKING LINE-24"	FOOT	16
	78200005	GUARDRAIL REFLECTORS, TYPE A	EACH	28
	X0327979	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	2,464
*	X4401198	HOT MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	20,421
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1
*	Z0004556	HOT MIX ASPHALT SURFACE REMOVAL (DECK)	SQ YD	325
*	Z0040600	PLACING REMOVED BITUMINOUS SURFACE	CU YD	36
+	Z0076600	TRAINEES	Hour	500
+	Z0076604	TRAINEES TRAINING PROGRAM GRADUATE	Hour	500


Δ SPECIALTY ITEMS  
 † = CO42 TRAINEES

TOTAL SHEETS	24	SHEET NUMBER	6
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

RAAI JOB NO. 52016

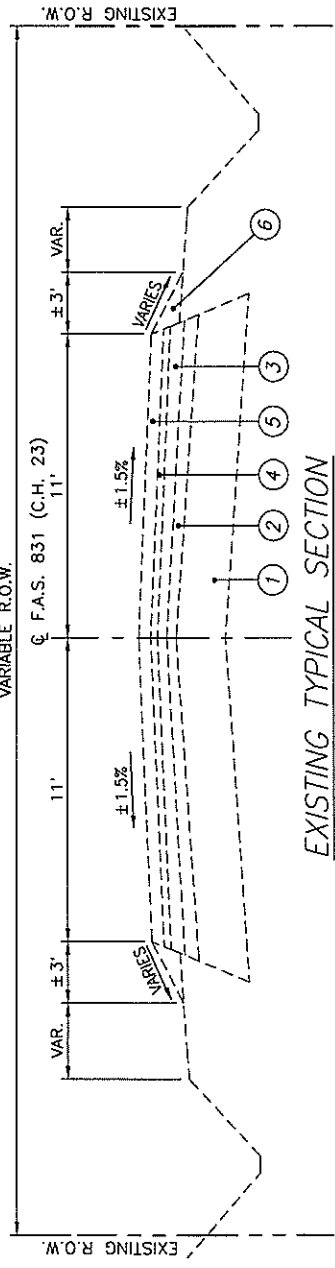
**SUMMARY OF QUANTITY 3 OF 3**

FAS RTE 831 (COUNTY HWY 23)  
 WASHINGTON COUNTY, IL



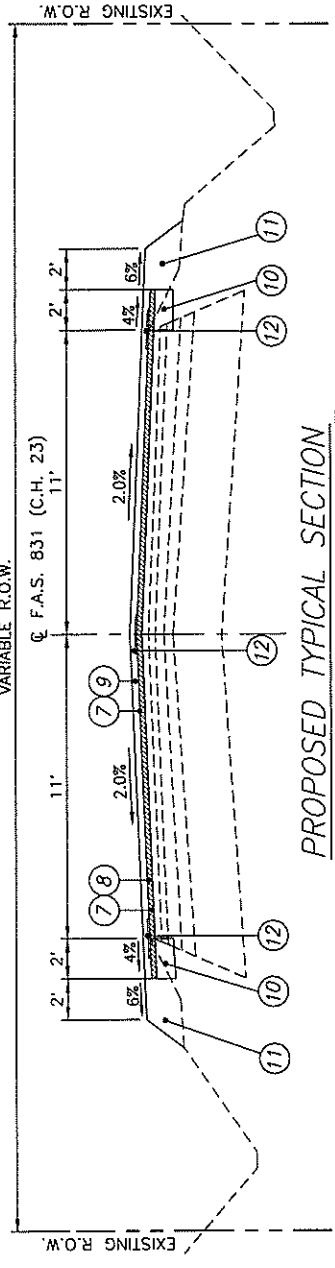
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TOTAL SHEETS	SHEET NUMBER
84	7
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



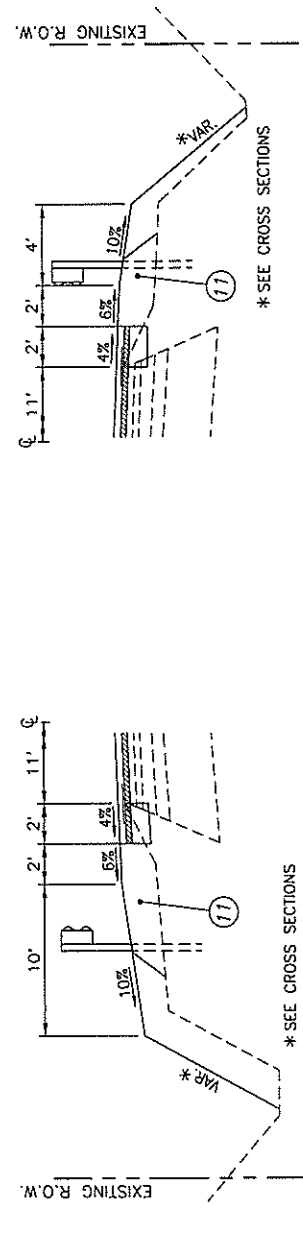
EXISTING TYPICAL SECTION

STA. 10+13 TO 66+40  
 STA. 75+61 TO 81+81  
 STA. 93+74 TO 94+71



PROPOSED TYPICAL SECTION

STA. 10+13 TO 66+40  
 STA. 75+61 TO 81+81  
 STA. 93+74 TO 94+71



\* SEE CROSS SECTIONS

SHOULDER WIDENING FOR FLARED BARRIER TERMINAL

SEE IDOT STANDARD 630301

SHOULDER WIDENING FOR GUARDRAIL

SEE IDOT STANDARD 630301

LEGEND

- ① EXISTING AGGREGATE BASE, ±12" (1981)
- ② EXISTING BITUMINOUS BINDER ±2" (1981)
- ③ EXISTING BITUMINOUS SURFACE, ±2" (1981)
- ④ EXISTING BITUMINOUS BINDER, ±0.75" (1995)
- ⑤ EXISTING BITUMINOUS SURFACE, ±1.5" (1995)
- ⑥ EXISTING AGGREGATE SHOULDER (1995)
- ⑦ PROPOSED BITUMINOUS MATERIALS (TACK COAT)
- ⑧ PROPOSED LEVELING BINDER (MACHINE METHOD), N50, 0.75"
- ⑨ PROPOSED HMA SURFACE COURSE, MIX C, N50, 1.5"
- ⑩ PROPOSED HMA SHOULDERS, 5"
- ⑪ PROPOSED AGGREGATE WEDGE SHOULDERS, TYPE B
- ⑫ \*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL TREATMENT
- ===== \* PROPOSED HMA SURFACE REMOVAL, VARIABLE DEPTH


\* PROPOSED HOT-MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH, SHALL BE ¾ OF AN INCH IN DEPTH AT THE CENTERLINE AND CREATE A -2.0% CROSS SLOPE ON THE REMAINING PAVEMENT.

\*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL SHALL BE PLACED BETWEEN THE PROPOSED LEVELING BINDER AND THE PROPOSED HMA SURFACE.

RAAI JOB NO. 52016

**TYPICAL SECTIONS**

FAS RTE 831 (COUNTY HWY 23)  
 WASHINGTON COUNTY, IL



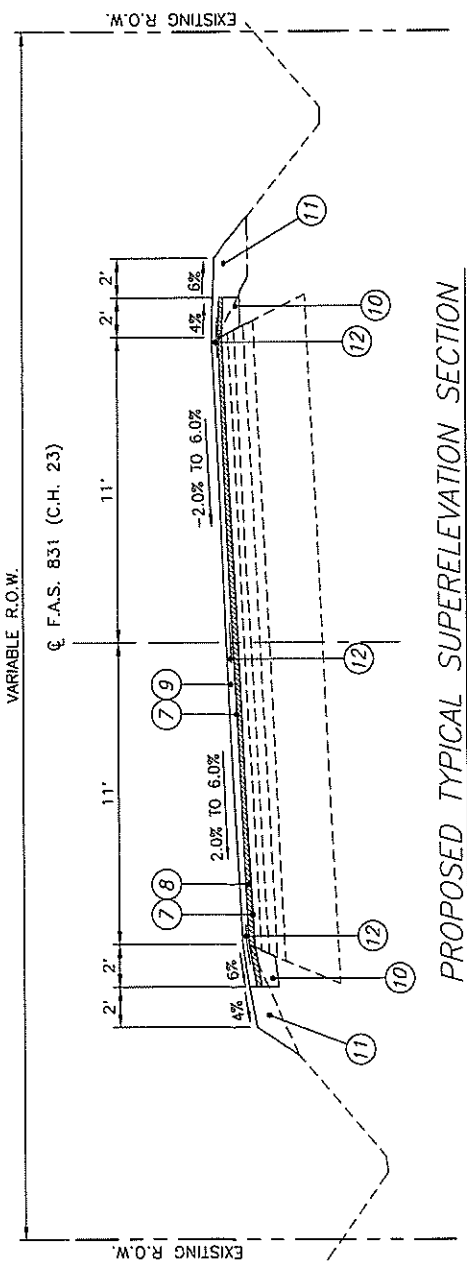
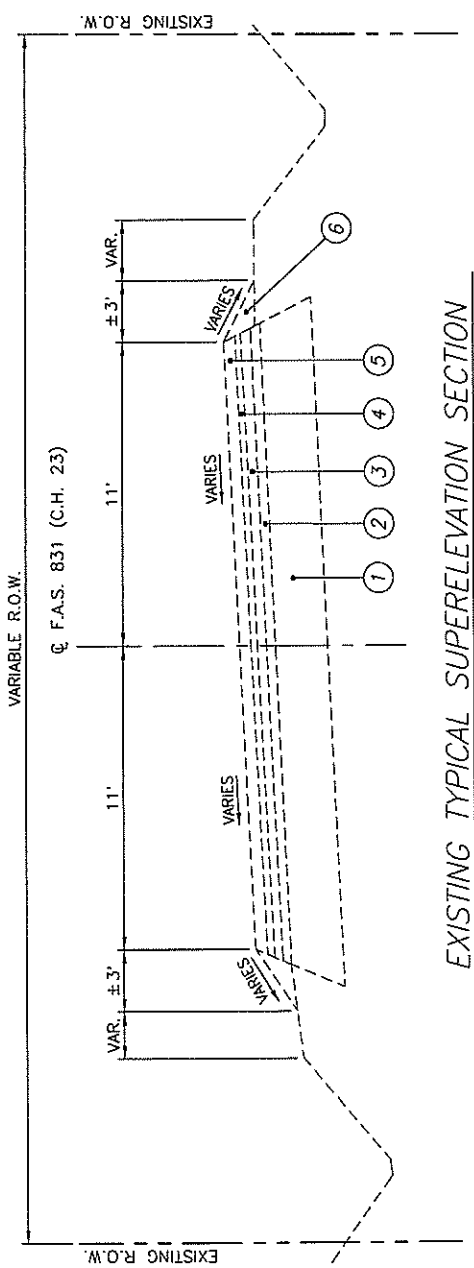
**RHUTASEL and ASSOCIATES, INC.**  
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PLANS TYPICAL SECTIONS, 4-6-17

TOTAL SHEETS	SHEET NUMBER
84	8
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	

LEGEND

- ① EXISTING AGGREGATE BASE, ±12" (1981)
- ② EXISTING BITUMINOUS BINDER ±2" (1981)
- ③ EXISTING BITUMINOUS SURFACE, ±2" (1981)
- ④ EXISTING BITUMINOUS BINDER, ±0.75" (1995)
- ⑤ EXISTING BITUMINOUS SURFACE, ±1.5" (1995)
- ⑥ EXISTING AGGREGATE SHOULDER (1995)
- ⑦ PROPOSED BITUMINOUS MATERIALS (TACK COAT)
- ⑧ PROPOSED LEVELING BINDER (MACHINE METHOD), N50, 0.75"
- ⑨ PROPOSED HMA SURFACE COURSE, MIX C, N50, 1.5"
- ⑩ PROPOSED HMA SHOULDERS, 5"
- ⑪ PROPOSED AGGREGATE WEDGE SHOULDERS, TYPE B
- ⑫ \*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL TREATMENT
- ===== \* PROPOSED HMA SURFACE REMOVAL, VARIABLE DEPTH
- \*\* PROPOSED HOT-MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH, SHALL BE ¾ OF AN INCH IN DEPTH AT THE CENTERLINE.
- \*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL SHALL BE PLACED BETWEEN THE PROPOSED LEVELING BINDER AND THE PROPOSED HMA SURFACE.



RAAI JOB NO. 52016

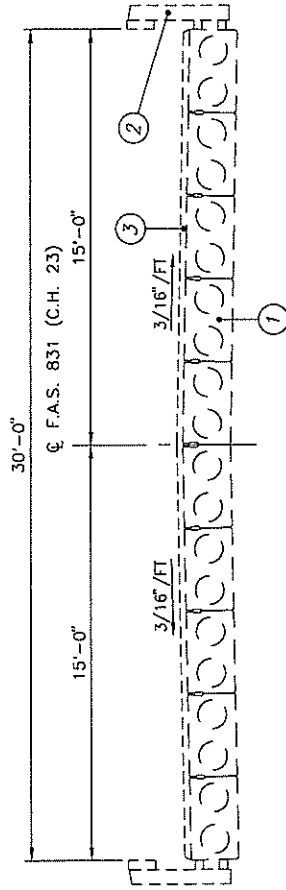
TYPICAL SECTIONS

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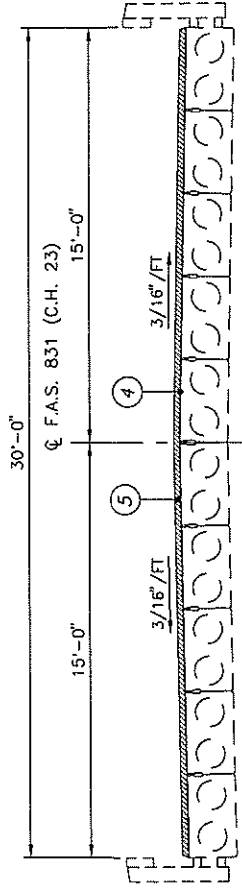
PLANS \ TYPICAL SECTIONS, 4-6-17

TOTAL SHEETS	SHEET NUMBER
84	9
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



EXISTING TYPICAL BRIDGE SECTION

STA. 81+81 TO 82+85



PROPOSED TYPICAL BRIDGE SECTION

STA. 81+81 TO 82+85

LEGEND

- ① EXISTING PRECAST CONCRETE DECK BEAM, 36x17
  - ② EXISTING STEEL RAILING, TYPE S
  - ③ EXISTING BITUMINOUS CONCRETE SURFACE, 3"±
  - ④ PROPOSED WATERPROOFING MEMBRANE
  - ⑤ PROPOSED HMA SURFACE COURSE, MIX C, N50, 2"
- \*\*\*\*\* \* PROPOSED HMA SURFACE REMOVAL, (DECK)

RAAI JOB NO. 52016

TYPICAL SECTIONS

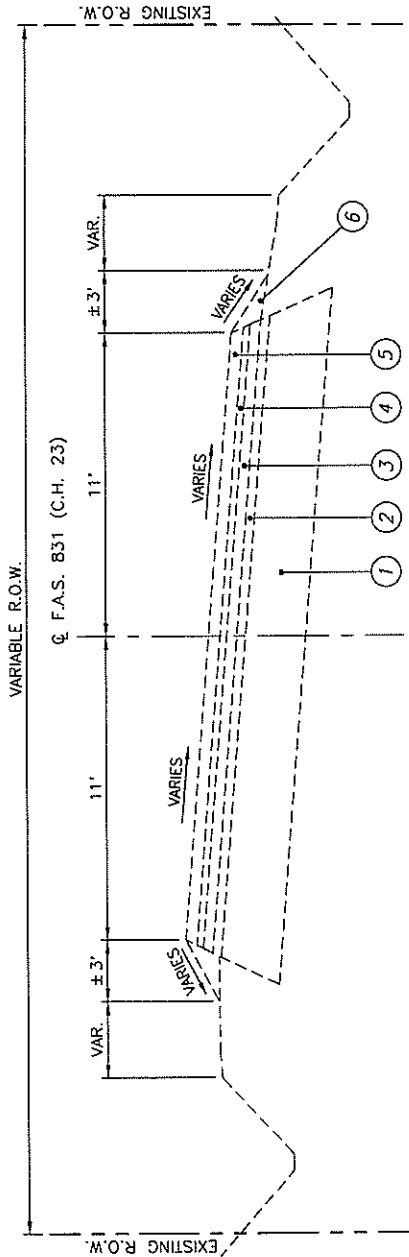
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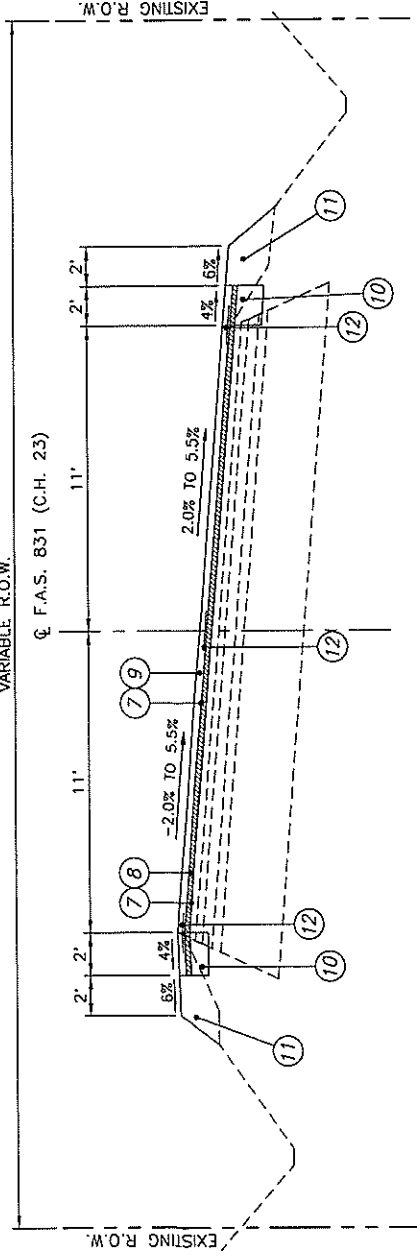
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TOTAL SHEETS	SHEET NUMBER
84	10
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



EXISTING TYPICAL SUPERELEVATION SECTION  
STA. 82+85 TO 93+74



PROPOSED TYPICAL SUPERELEVATION SECTION  
STA. 82+85 TO 93+74

LEGEND

- ① EXISTING AGGREGATE BASE, ±12" (1981)
  - ② EXISTING BITUMINOUS BINDER ±2" (1981)
  - ③ EXISTING BITUMINOUS SURFACE, ±2" (1981)
  - ④ EXISTING BITUMINOUS BINDER, ±0.75" (1995)
  - ⑤ EXISTING BITUMINOUS SURFACE, ±1.5" (1995)
  - ⑥ EXISTING AGGREGATE SHOULDER (1995)
  - ⑦ PROPOSED BITUMINOUS MATERIALS (TACK COAT)
  - ⑧ PROPOSED LEVELING BINDER (MACHINE METHOD), NSO, 0.75"
  - ⑨ PROPOSED HMA SURFACE COURSE, MIX C, NSO, 1.5"
  - ⑩ PROPOSED HMA SHOULDERS, 5"
  - ⑪ PROPOSED AGGREGATE WEDGE SHOULDERS, TYPE B
  - ⑫ \*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL TREATMENT
  - \*\*\* PROPOSED HMA SURFACE REMOVAL, VARIABLE DEPTH
- \*\* PROPOSED HOT-MIX ASPHALT SURFACE REMOVAL VARIABLE DEPTH, SHALL BE ¾ OF AN INCH IN DEPTH AT THE CENTERLINE.
- \*\* PROPOSED STRIP REFLECTIVE CRACK CONTROL SHALL BE PLACED BETWEEN THE PROPOSED LEVELING BINDER AND THE PROPOSED HMA SURFACE.

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TYPICAL SECTIONS

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PLANS \ TYPICAL SECTIONS, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	11
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

### PAVING SCHEDULE

LOCATION (STATION TO STATION)	LENGTH (FOOT)	AREA (SQ. YD)	BITUMINOUS MATERIALS (TACK COAT) (POUND)	LEVELING BINDER (MACHINE METHOD), N50 (TON)	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50 (TON)	TEMPORARY RAMP (SQ. YD)	HOT-MIX ASPHALT SURFACE REMOVAL BUTT JOINT (SQ. YD)	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (SQ. YD)	HOT-MIX ASPHALT SURFACE REMOVAL (DECK) (SQ. YD)	WATER- PROOFING MEMBRANE SYSTEM (SQ. YD)	AREA REFLECTIVE CRACK CONTROL TREATMENT (TON)	STRIP REFLECTIVE CRACK CONTROL TREATMENT (FOOT)	CLASS C PATCHES, TYPE II, 8 INCH ** (SQ. YD)
10+13 TO 37+72	2759	5321.4	2394.7	224	447	60	185	6744				8277	
37+72 TO 51+29	1357	3317.1	1492.7	139	279			3317			966.2	4071	50
51+29 TO 81+82	3053	7462.9	3358.3	313	627	30	148	7463	325	325		9159	
81+82 TO 82+86	104	325.0	146.3	14	27							104	
82+86 TO 94+71	1185	2896.7	1303.5	122	243	15	221	2897				3555	
<b>TOTAL</b>			8,695	812	1,623	105	554	20,421	325	325	966	25,166	50

\* ESTIMATED QUANTITY, 5% OF TOTAL PAVEMENT SURFACE AREA, SEE SPECIAL PROVISION

\*\* ESTIMATED QUANTITY, 0.26% OF TOTAL EXISTING PAVEMENT SURFACE AREA, SEE SPECIAL PROVISION

### EROSION CONTROL SCHEDULE

LOCATION (STATION TO STATION)	SEEDING, CLASS 2 (ACRE)	TEMPORARY EROSION CONTROL SEEDING (POUND)	EROSION CONTROL BLANKET (SQ. YD)
17+00 RT TO 19+75 RT	0.03	4	150
17+50 LT TO 20+00 LT	0.03	4	140
54+25 RT TO 60+50 RT	0.07	8	325
80+75 RT TO 83+75 RT	0.04	5	200
80+90 LT TO 83+82 LT	0.03	4	150
<b>TOTAL</b>	<b>0.2</b>	<b>25</b>	<b>965</b>

### RIP RAP SCHEDULE

LOCATION (STATION TO STATION)	STONE DUMPED RIP RAP CLASS A4 (SQ. YD)	FILTER FABRIC (SQ. YD)
STA. 86+25 LT	62	62
STA. 86+85 RT	165	-
STA. 87+15 LT	72	72
STA. 88+60 LT	54	54
STA. 89+80 LT	56	56
STA. 90+20 LT	50	50
<b>TOTAL</b>	<b>459</b>	<b>294</b>

RAAI JOB NO. 52016

### SCHEDULE OF QUANTITIES

FAS RTE 831 (COUNTY HWY 23)  
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PLANS\SCHEDULES, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	12
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

## SHOULDER SCHEDULE

LOCATION (STATION TO STATION)	LENGTH (FOOT)	EXCAVATING AND GRADING EXISTING SHOULDER (UNIT)	BITUMINOUS MATERIALS (TACK COAT) (POUND)	AGGREGATE WEDGE SHOULDER, TYPE B (TON)	HOT-MIX ASPHALT SHOULDERS, 5" (SQ YD)	LEVELING BINDER (MACHINE METHOD), N50 (TON)	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N 50 (TON)
10+13 RT TO 37+72 RT	2745	27.5	274.5	203	610.0	26	51
10+13 LT TO 37+72 LT	2782	27.8	278.2	206	618.2	26	52
37+72 RT TO 51+29 RT	1317	13.2	131.7	98	292.7	12	25
37+72 LT TO 51+29 LT	1322	13.2	132.2	98	293.8	12	25
51+29 RT TO 81+82 RT	3052	30.5	305.2	226	678.2	28	57
51+29 LT TO 81+82 LT	3016	30.2	301.6	223	670.2	28	56
81+82 TO 82+86	104			BRIDGE			
82+86 RT TO 94+71 RT	1185	11.9	118.5	88	263.3	11	22
82+86 LT TO 94+71 LT	1186	11.9	118.6	88	263.6	11	22
<b>TOTAL</b>		166	1,661	1,230	3,690	155	310

## GUARDRAIL REMOVAL SCHEDULE

LOCATION (STATION TO STATION)	GUARDRAIL REMOVAL (FOOT)
18+08 LT TO 18+99 LT	91
18+20 RT TO 19+11 RT	91
54+64 RT TO 57+67 RT	303
57+93 RT TO 60+46 RT	253
81+36 RT TO 81+77 RT	41
81+47 LT TO 81+88 LT	41
82+80 RT TO 83+20 RT	40
82+91 LT TO 83+31 LT	40
<b>TOTAL</b>	900

RAAI JOB NO. 52016

### SCHEDULE OF QUANTITIES

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-5178 TEL: (618) 532-1992  
IL LICENSE NO. 184-00287

PLANS\SCHEDULES, 4-6-17

TOTAL SHEETS 24  
 SHEET NUMBER 13  
 CONTRACT NO. 97650  
 SECTION 09-00086-00-RS


### ENTRANCE SCHEDULE

LOCATION (STATION, DIRECTION)	ENTRANCE TYPE	EXIST. SURFACE TYPE	WIDTH (FOOT)	LENGTH (FOOT)	TOTAL AREA (SQ. YD)	BITUMINOUS MATERIALS (PRIME COAT) (POUND)	INCIDENTAL HMA SURFACE (TON)	PLACING REMOVED BITUMINOUS SURFACE (CU YD)
20+32 LT	FE	TURF	24.0	22.0	73.0	--	--	4
24+13 RT	FE	TURF	24.0	22.0	73.0	--	--	4
30+82 LT	FE	TURF	24.0	22.0	73.0	--	--	4
37+72 RT	QUARRY RD	OIL & CHIP	22.0	42.0	159.0	72	13.4	--
49+84 LT	FE	TURF	24.0	22.0	73.0	--	--	4
51+08 RT	PE/MAILBOX	AGGREGATE	16.0	19.0	59.0	133	7.5	--
51+29 LT	NEW HAMSHIRE RD	OIL & CHIP	20.0	42.0	122.0	55	12.4	--
60+93 LT	PE	AGGREGATE	16.0	19.0	48.0	108	4.0	--
63+27 RT	PE	AGGREGATE	16.0	19.0	48.0	108	4.0	--
64+73 RT	FE	TURF	24.0	22.0	73.0	--	--	4
71+36 RT	FE	TURF	24.0	22.0	73.0	--	--	4
78+42 RT	FE	TURF	24.0	22.0	73.0	--	--	4
78+83 LT	FE	TURF	24.0	22.0	73.0	--	--	4
85+31 LT	PE	AGGREGATE	42.3	19.0	103.0	232	8.7	--
90+12 RT	FE	TURF	24.0	22.3	73.0	--	--	4
92+31 LT	PE	AGGREGATE	20.0	19.0	66.0	149	5.5	--
<b>TOTAL</b>						<b>857</b>	<b>56</b>	<b>36</b>

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**SCHEDULE OF QUANTITIES**

FAS RTE 831 (COUNTY HWY 23)  
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 IL LICENSE NO. 184-000287

PLANS \SCHEDULES, 4-6-17

TOTAL SHEETS	SHEET NUMBER
24	14
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	

### GUARDRAIL SCHEDULE

LOCATION (STATION TO STATION)	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS (FOOT)	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS (FOOT)	LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN SPAN (FOOT)	TRAFFIC BARRIER TERMINAL TYPE 1 (SPECIAL) TANGENT (EACH)	TRAFFIC BARRIER TERMINAL TYPE 1 (SPECIAL) FLARED (EACH)	TRAFFIC BARRIER TERMINAL TYPE 5A (EACH)	GUARDRAIL REFLECTORS, TYPE A (EACH)	TERMINAL MARKER- DIRECT APPLIED (EACH)	FURNISHED EXCAVATION (CU YD)
17+49 RT. TO 19+37 RT.	75		12.5	2			4	2	33.8
17+88 LT. TO 19+76 LT.	75		12.5	2			4	2	42.3
54+68 RT. TO 56+93 RT.	75	50		2			6	2	70.0
57+92 RT. TO 60+17 RT.	50	75		2			6	2	88.3
81+14 RT. TO 81+77 RT.					1		2	1	42.3
82+80 RT. TO 83+43 RT.					1		2	1	35.0
81+25 LT. TO 81+88 LT.					1		2	1	30.8
82+92 LT TO 83+55 LT.					1		2	1	52.0
<b>TOTAL</b>	<b>275</b>	<b>125</b>	<b>25</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>28</b>	<b>12</b>	<b>394.5</b>

RAAI JOB NO. 52016

**SCHEDULE OF QUANTITIES**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



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IL LICENSE NO. 184-000287

PLANS\SCHEDULES, 4-6-17

TOTAL SHEETS	SHEET NUMBER
84	15
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	


### PAVEMENT MARKING SCHEDULE

LOCATION (STATION TO STATION)	DESCRIPTION	THERMOPLASTIC PAVEMENT MARKING				TEMPORARY PAVEMENT MARKING - LINE 4" (FOOT)	TEMPORARY PAVEMENT MARKING - LINE 24" (FOOT)	PAVEMENT MARKING REMOVAL (SQ. FT)	SHORT TERM PAVEMENT MARKING REMOVAL (SQ. FT)	SHORT TERM PAVEMENT MARKING REMOVAL (SQ. FT)
		4" WHITE SOLID (FOOT)	4" YELLOW SOLID (FOOT)	4" SKIP-DASH YELLOW (FOOT)	24" SOLID WHITE (FOOT)					
10+13 LT TO 50+96 LT	EDGE LINE	4,105								
51+64 LT TO 94+72 LT	EDGE LINE	4,308								
10+13 RT TO 37+38 RT	EDGE LINE	2,744								
38+12 RT TO 94+72 RT	EDGE LINE	5,660								
10+13 TO 67+70	SKIP -DASH CENTERLINE			1,440		1,440		480		175
10+42 LT TO 49+65 RT	STOP LINE				16		16	32		
44+10 RT TO 58+50 LT	SOLID NO PASS EAST BOUND		555			555		185		
53+20 LT TO 67+70 RT	SOLID NO PASS WEST BOUND		530			530		177		
58+50 RT TO 71+35 LT	SOLID NO PASS EAST BOUND		920			920		307		
67+70 LT TO 71+35 RT	SOLID NO PASS WEST BOUND		365			365		122		11
67+70 RT TO 90+40	SOLID NO PASS EAST BOUND		365			365		122		
71+35 TO 90+40	SKIP -DASH CENTERLINE			477		477		159		58
71+35 LT TO 90+40 RT	SOLID NO PASS WEST BOUND		880			880		293		
81+40 RT TO 94+72 LT	SOLID NO PASS EAST BOUND		900			900		300		
90+40 LT TO 94+72 RT	SOLID NO PASS WEST BOUND		432			432		144		13
90+40 RT TO 94+72 RT	SOLID NO PASS EAST BOUND		432			432		144		
<b>TOTAL</b>		<b>16,817</b>	<b>5,379</b>	<b>1,917</b>	<b>16</b>	<b>7,296</b>	<b>16</b>	<b>2,464</b>	<b>770</b>	<b>257</b>

RAAI JOB NO. 52016

### SCHEDULE OF QUANTITIES

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



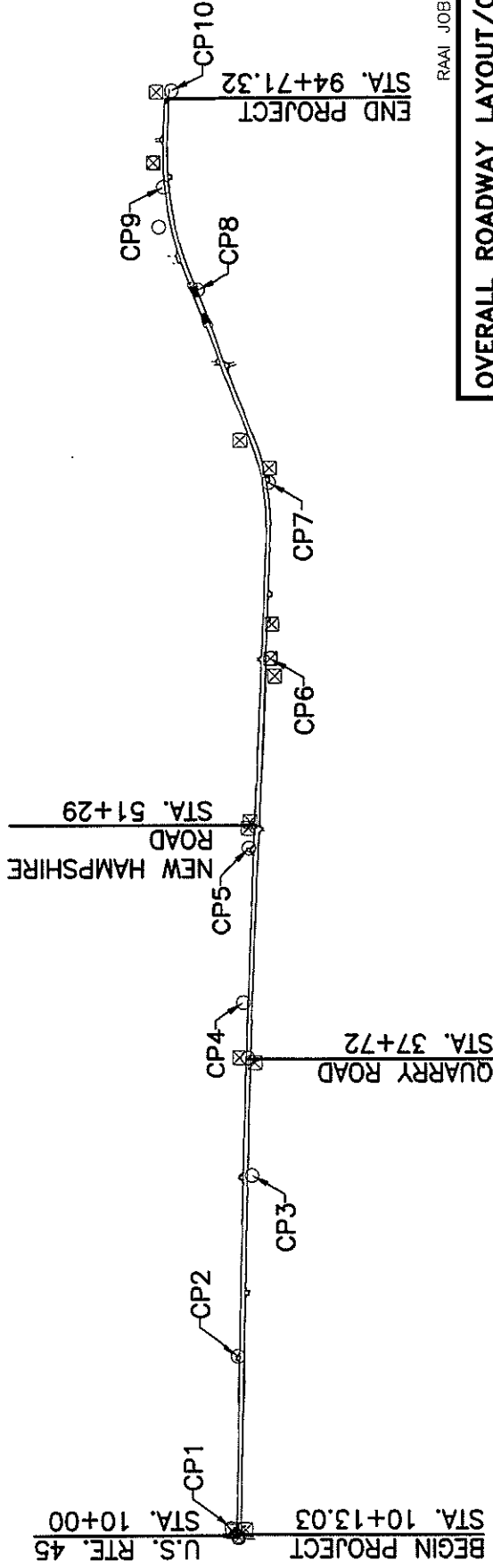
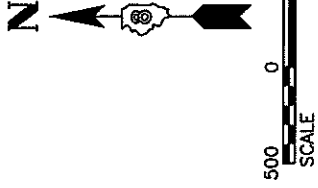
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PLANS SCHEDULES, 4-6-17

# HORIZONTAL / VERTICAL CONTROL DATA

POINT NUMBER	LOCATION	DESCRIPTION	NORTHING	EASTING	ELEV.
CP 1	STA 10+46.28, 45.91' LT	IRON PIN	10,116.40	6,051.85	115.30
CP 2	STA 20+42.75, 23.09' LT	IRON PIN	10,071.08	7,047.63	105.27
CP 3	STA 30+95.51, 38.01' RT	IRON PIN	9,986.16	8,098.71	109.54
CP 4	STA 40+97.51, 39.64' LT	IRON PIN	10,034.59	9,102.65	103.97
CP 5	STA 49+95.40, 41.31' LT	IRON PIN	10,000.00	10,000.00	100.00
CP 6	STA 61+00.31, 40.52' RT	IRON PIN	9,872.82	11,100.64	87.86
CP 7	STA 71+21.13, 24.29' RT	IRON PIN	9,883.83	12,125.48	91.10
CP 8	STA 83+22.73, 20.36' RT	IRON PIN	10,309.92	13,252.39	57.98
CP 9	STA 89+57.01, 20.55' LT	IRON PIN	10,514.69	13,852.35	74.80
CP 10	STA 95+19.34, 24.30' RT	IRON PIN	10,467.96	14,415.26	84.02

TOTAL SHEETS **84**  
 SHEET NUMBER **16**  
 CONTRACT NO. 97650  
 SECTION 09--00086--00--RS



RAAI JOB NO. 52016

## OVERALL ROADWAY LAYOUT/CONTROL

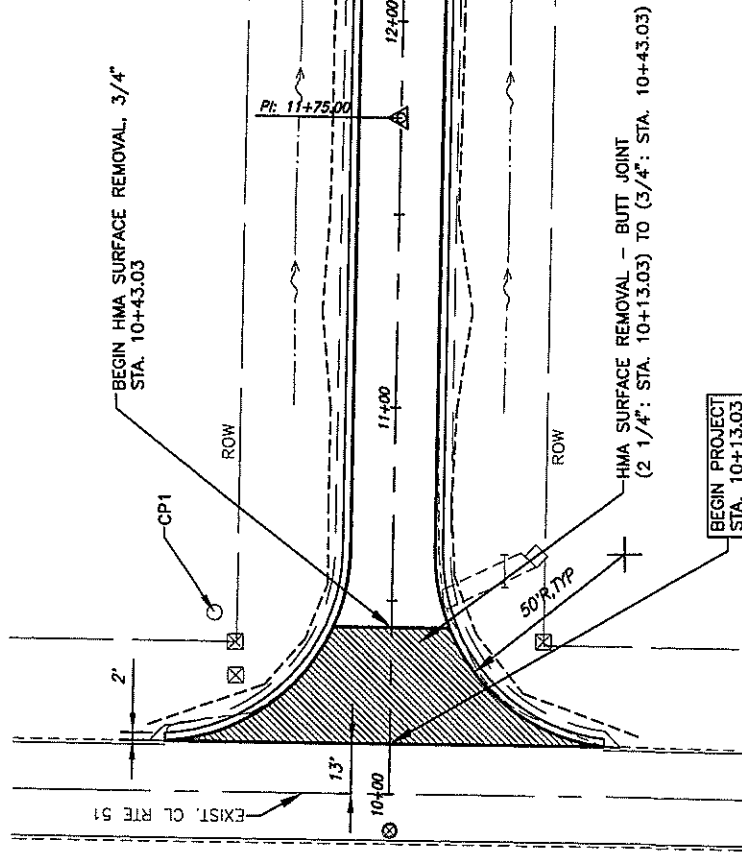
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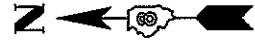


PLANS\52016 TOP0, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	17
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



MATCH LINE STA. 14+50



RAAI JOB NO. 52016

**PLAN**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

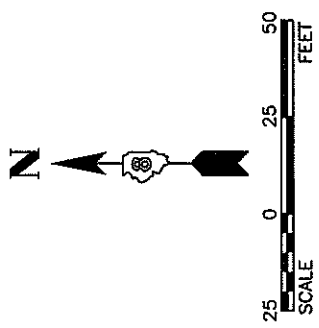
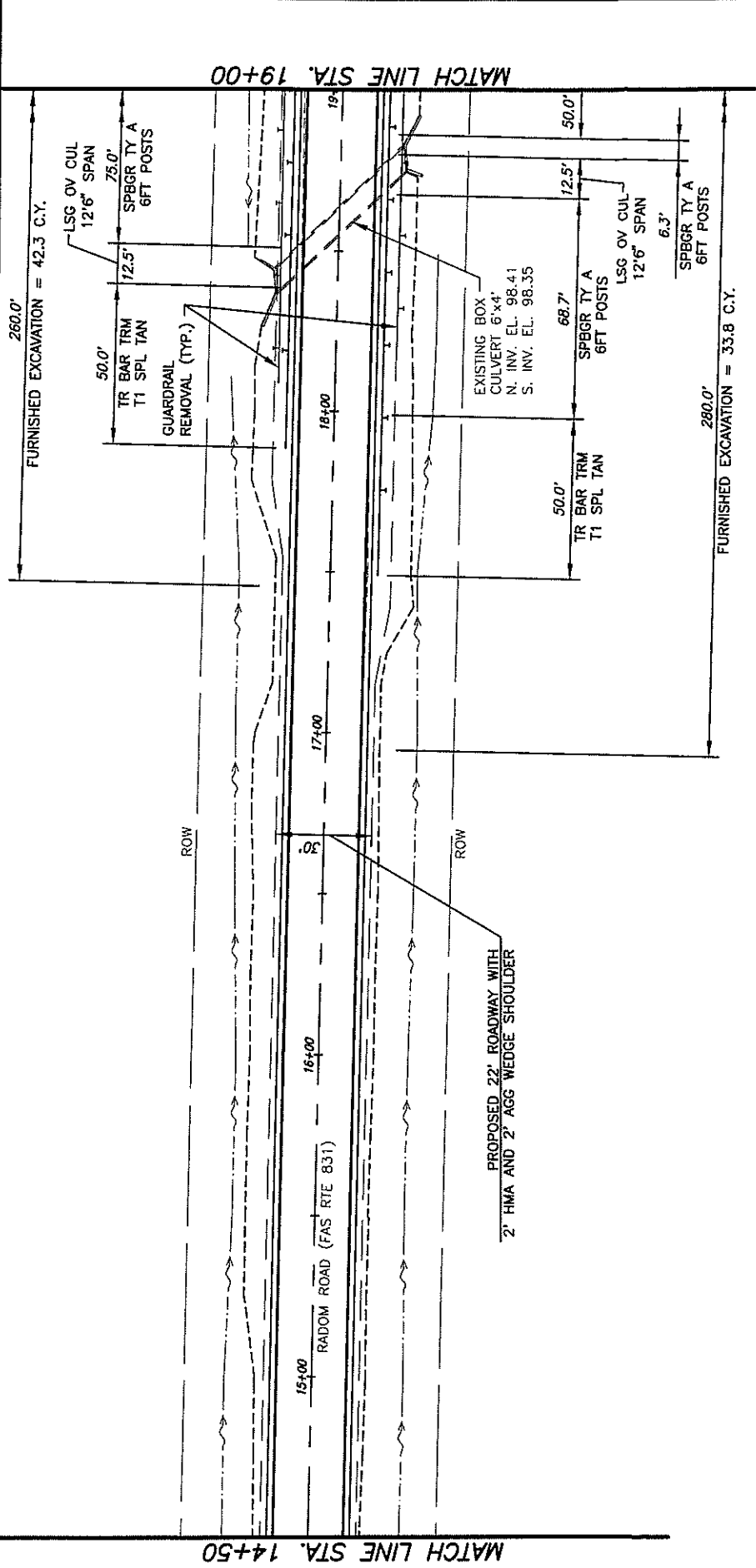


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PLANS\52016 TPO, 4-6-17



TOTAL SHEETS	84
SHEET NUMBER	18
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

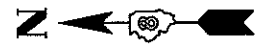
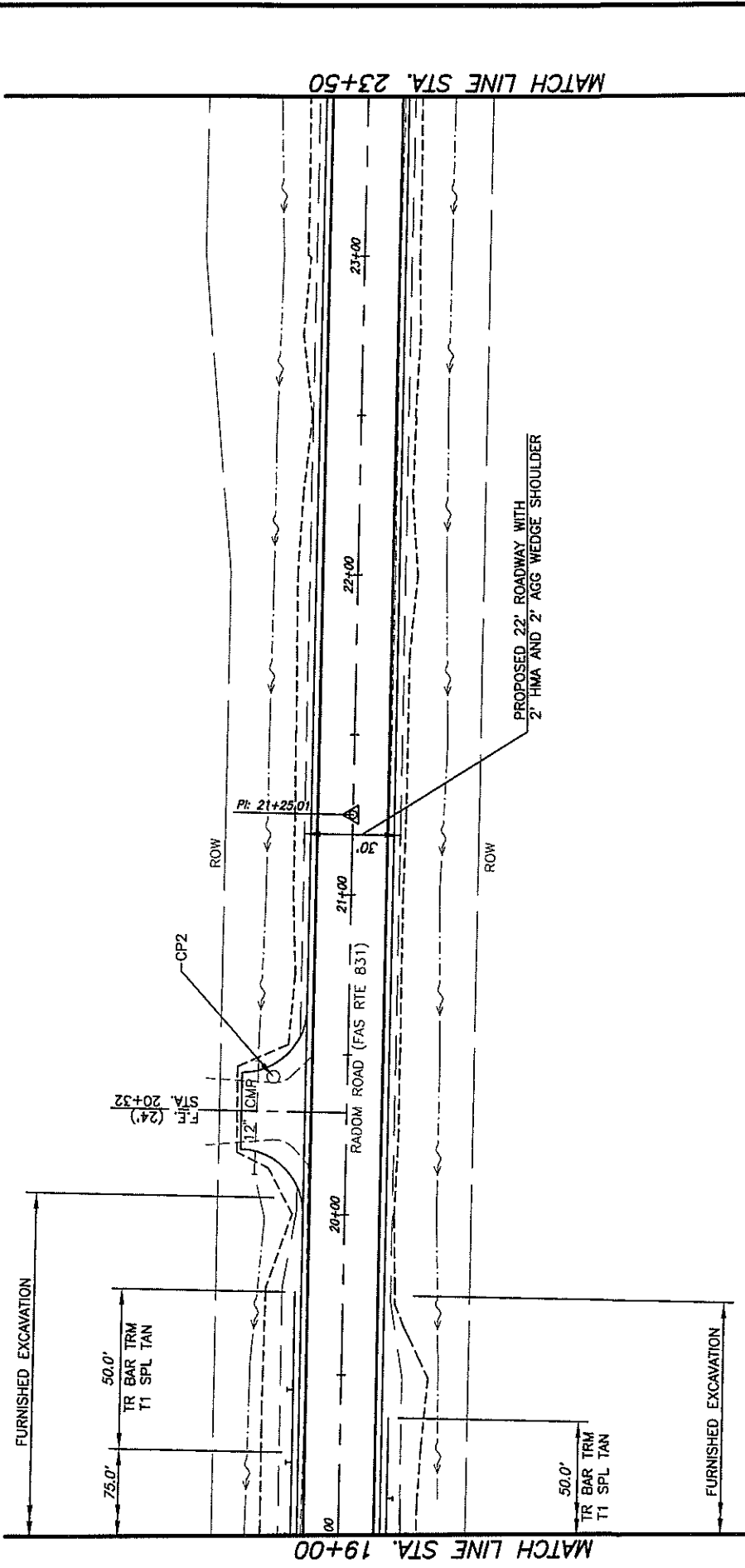
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PLANS\52016 T0P0\_4-6-17

TOTAL SHEETS	84
SHEET NUMBER	19
CONTRACT NO. 97650	
SECTION 09--00086--00--RS	



RAAI JOB NO. 52016

**PLAN**

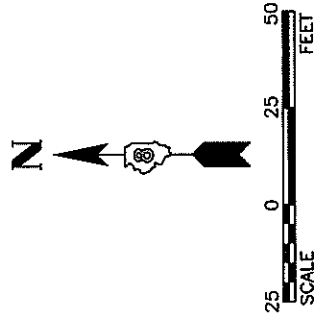
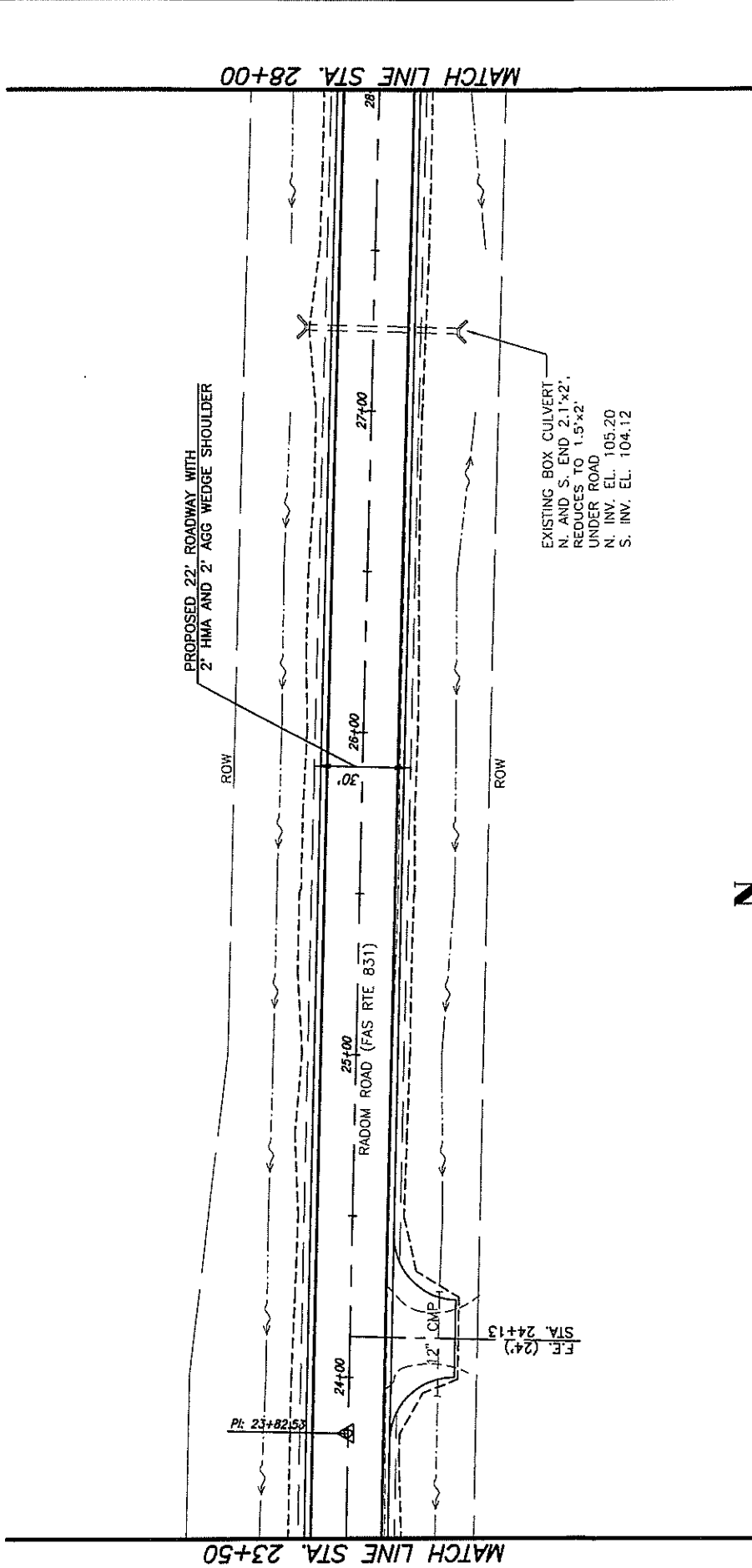
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PLANS\52016 TOP\4-6-17

TOTAL SHEETS	SHEET NUMBER
34	20
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

PLAN

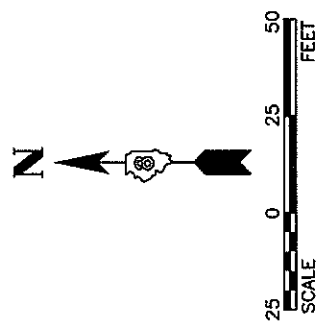
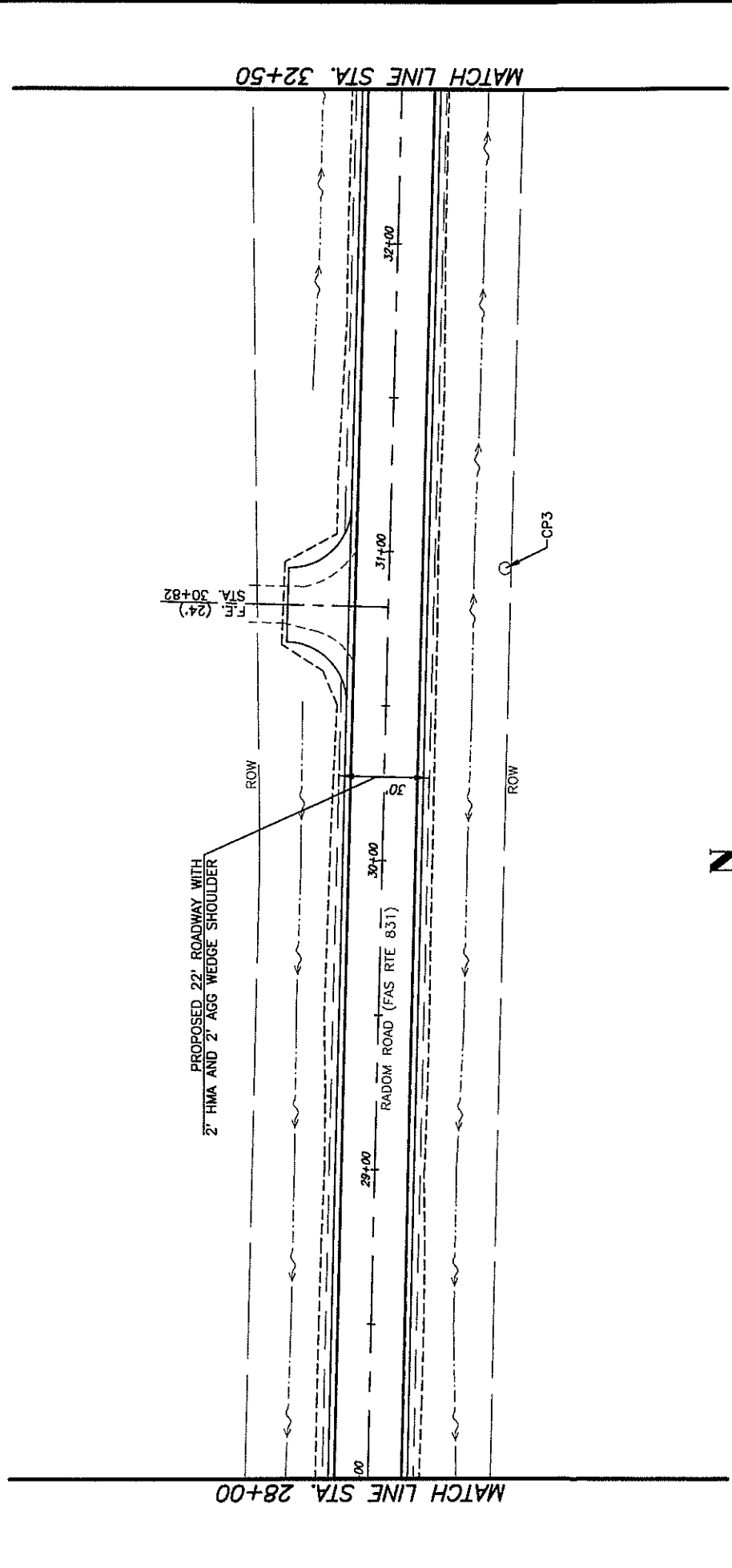
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WASHINGTON COUNTY, IL



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PLANS\52016 TOPC, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	21
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



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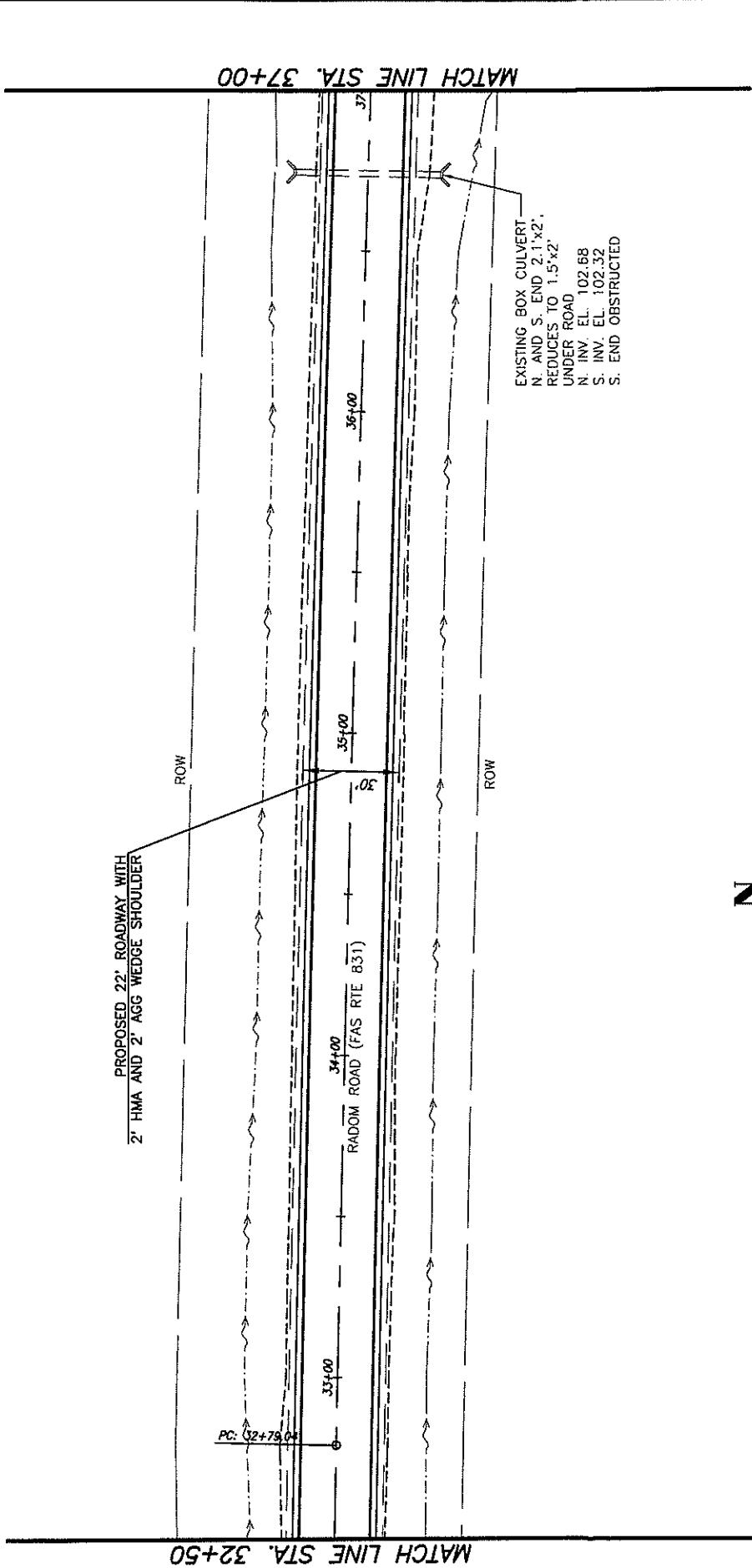
**PLAN**

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PLANS\52016 TOP\4-5-17

TOTAL SHEETS	24	SHEET NUMBER	22
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



EXISTING BOX CULVERT  
 N. AND S. END 2.1'x2',  
 REDUCES TO 1.5'x2',  
 UNDER ROAD  
 N. INV. EL. 102.68  
 S. INV. EL. 102.32  
 S. END OBSTRUCTED

PROPOSED 22' ROADWAY WITH  
 2' HMA AND 2' AGG WEDGE SHOULDER



RAAI JOB NO. 52016

**PLAN**

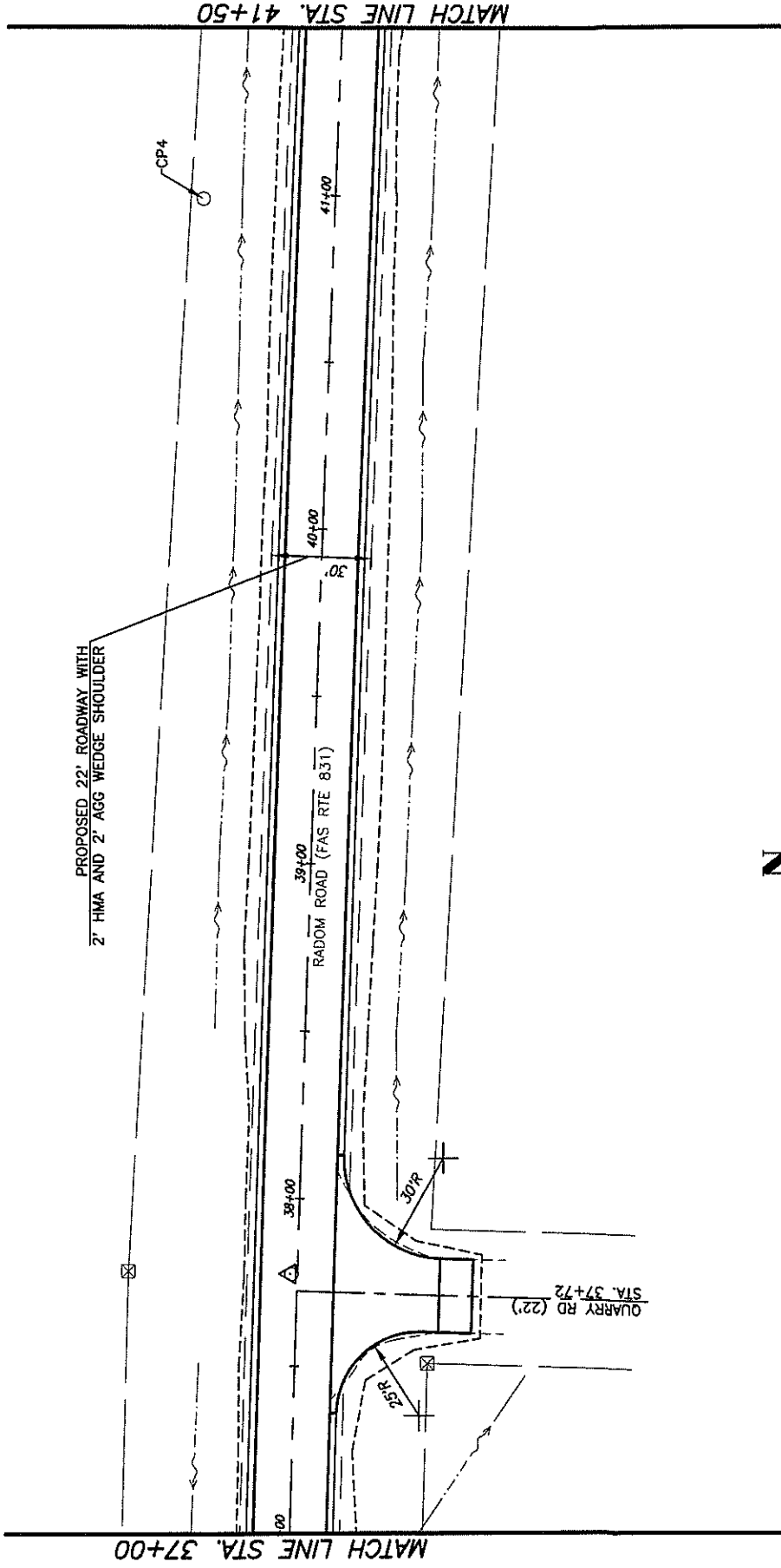
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PLANS\52016 TOPC, 4-5-17

TOTAL SHEETS	84	SHEET NUMBER	23
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



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**PLAN**

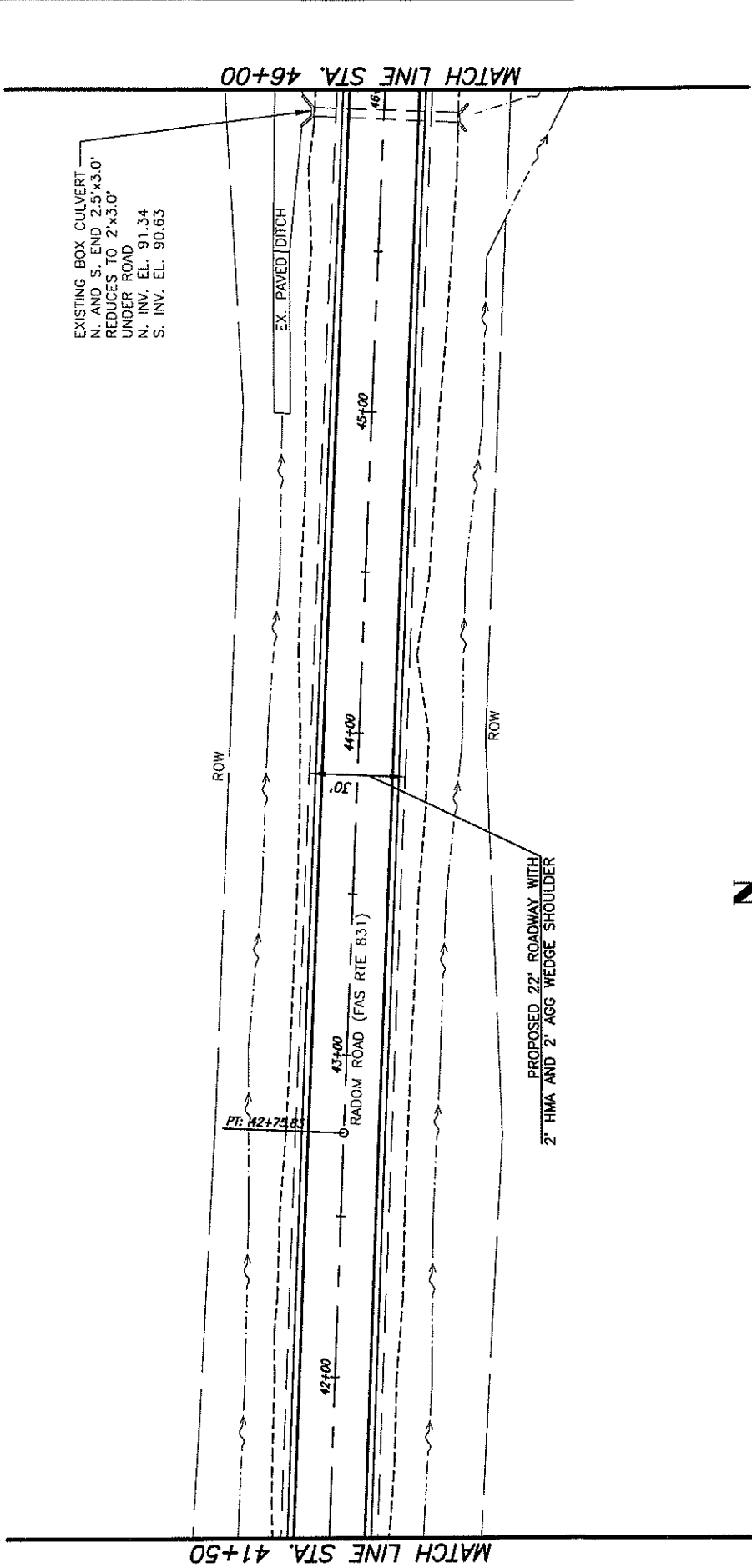
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PLANS\52016 TOP\4-6-17

TOTAL SHEETS	24	SHEET NUMBER	24
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



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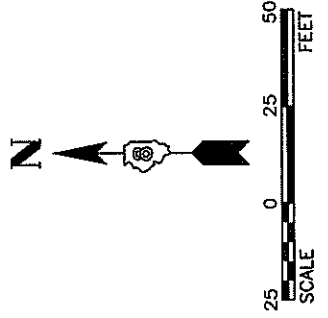
**PLAN**

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WASHINGTON COUNTY, IL

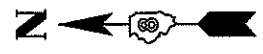
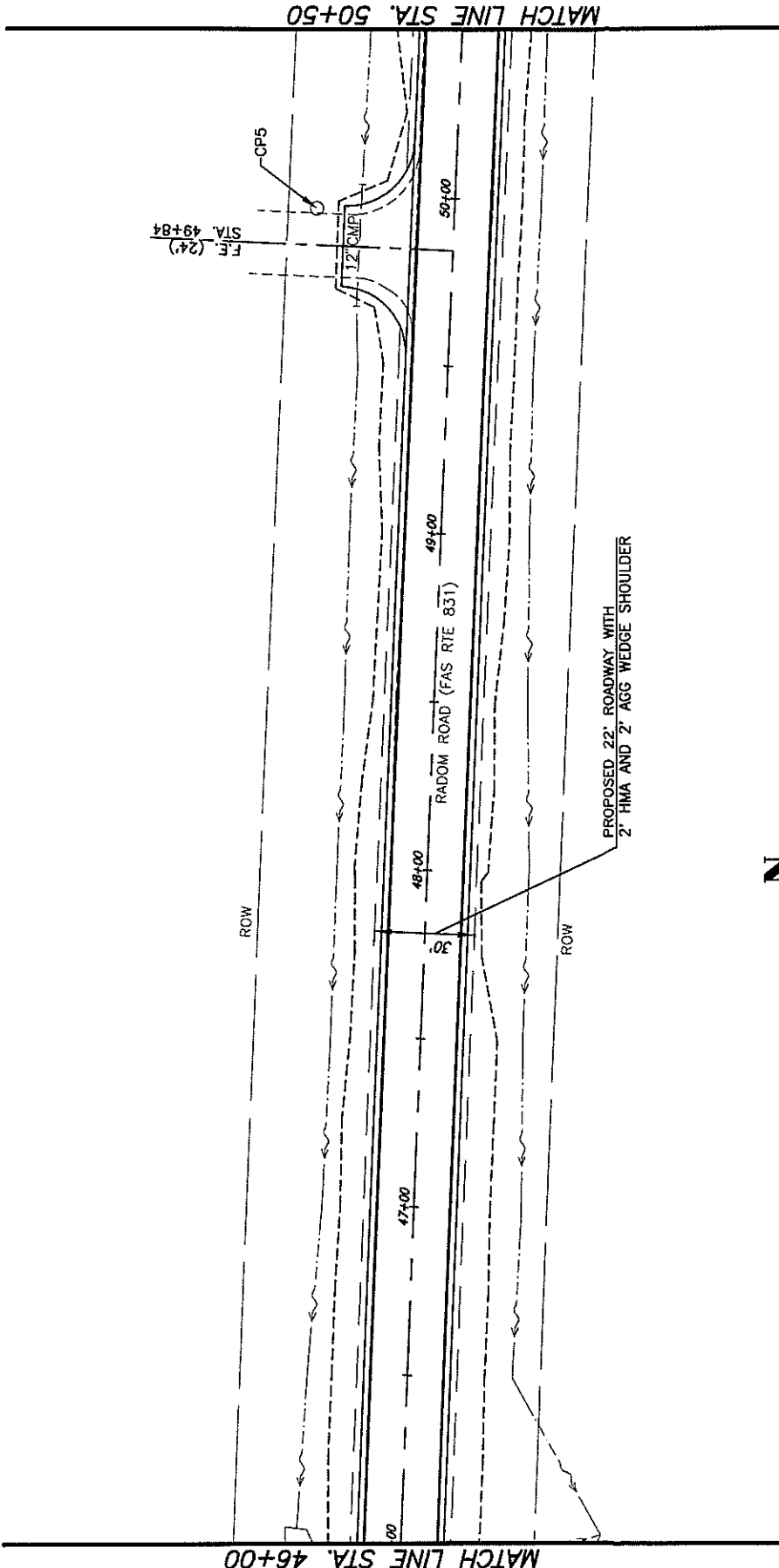
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PLANS\52016 TOPQ. 4-8-17



TOTAL SHEETS	84
SHEET NUMBER	25
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

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WASHINGTON COUNTY, IL

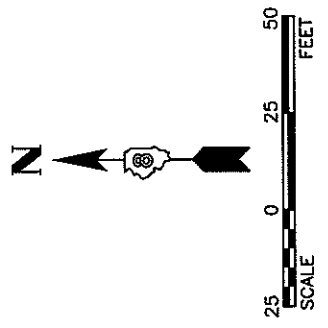
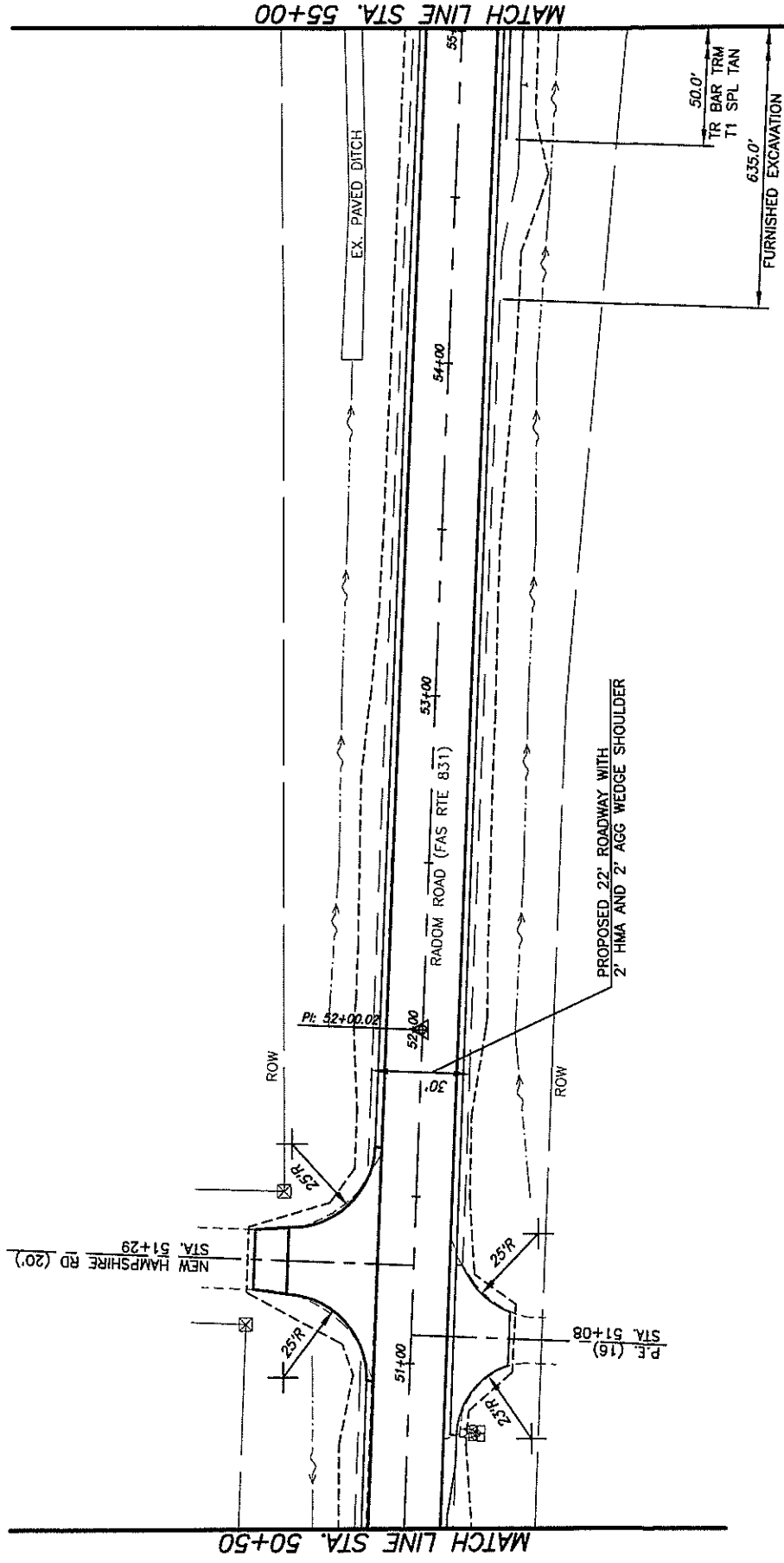


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PLANS\52016 TOPD, 4-6-17



TOTAL SHEETS	84
SHEET NUMBER	26
CONTRACT NO. 97650	
SECTION 09--00086--00--RS	



RAAI JOB NO. 52016

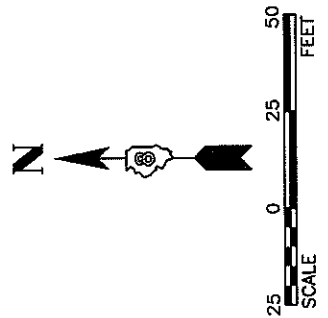
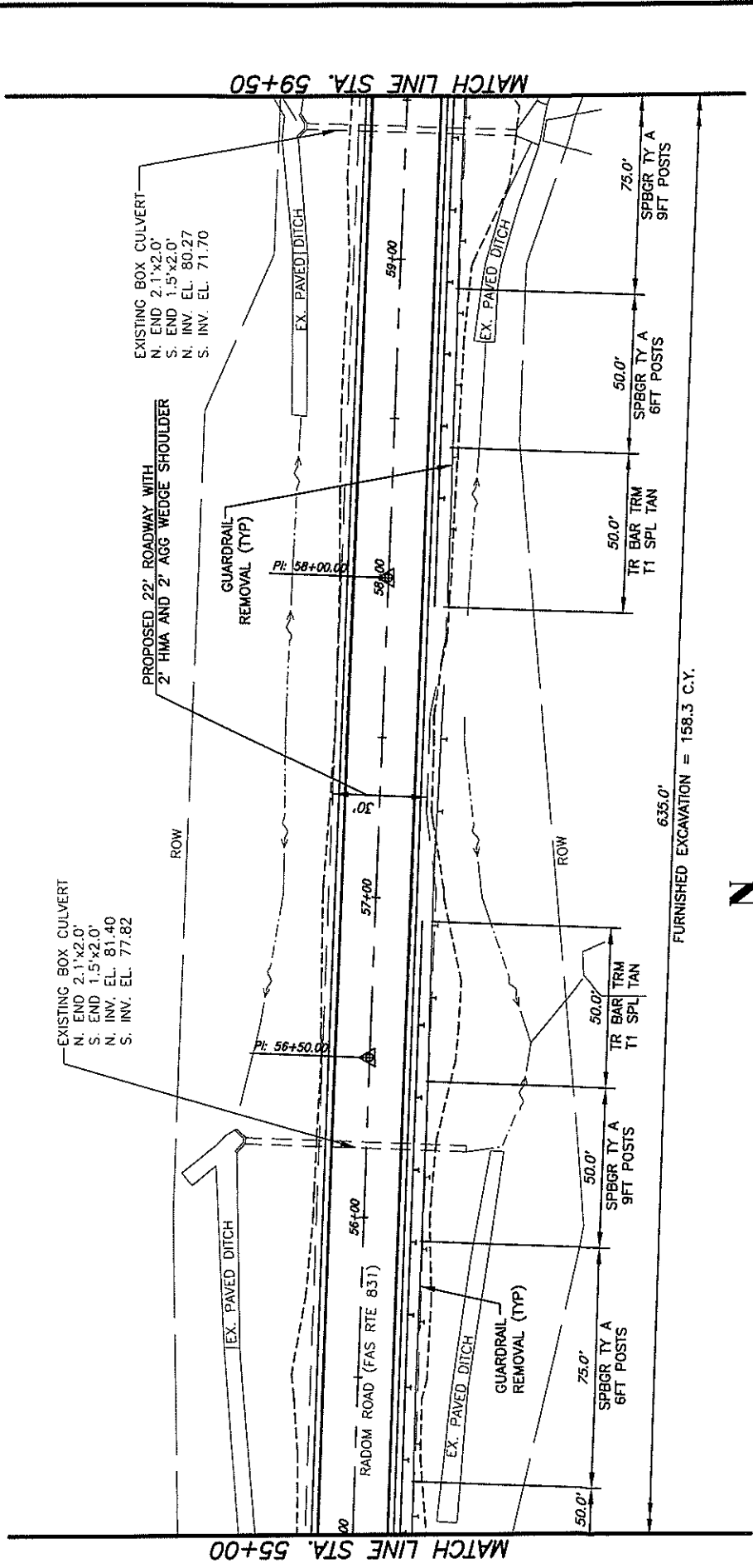
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PLANS\52016 TOP\04-6-17

TOTAL SHEETS	24
SHEET NUMBER	27
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



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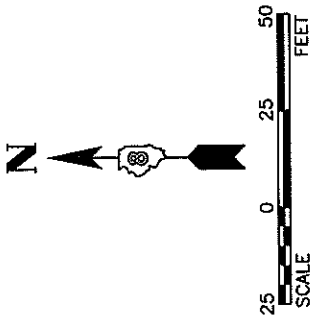
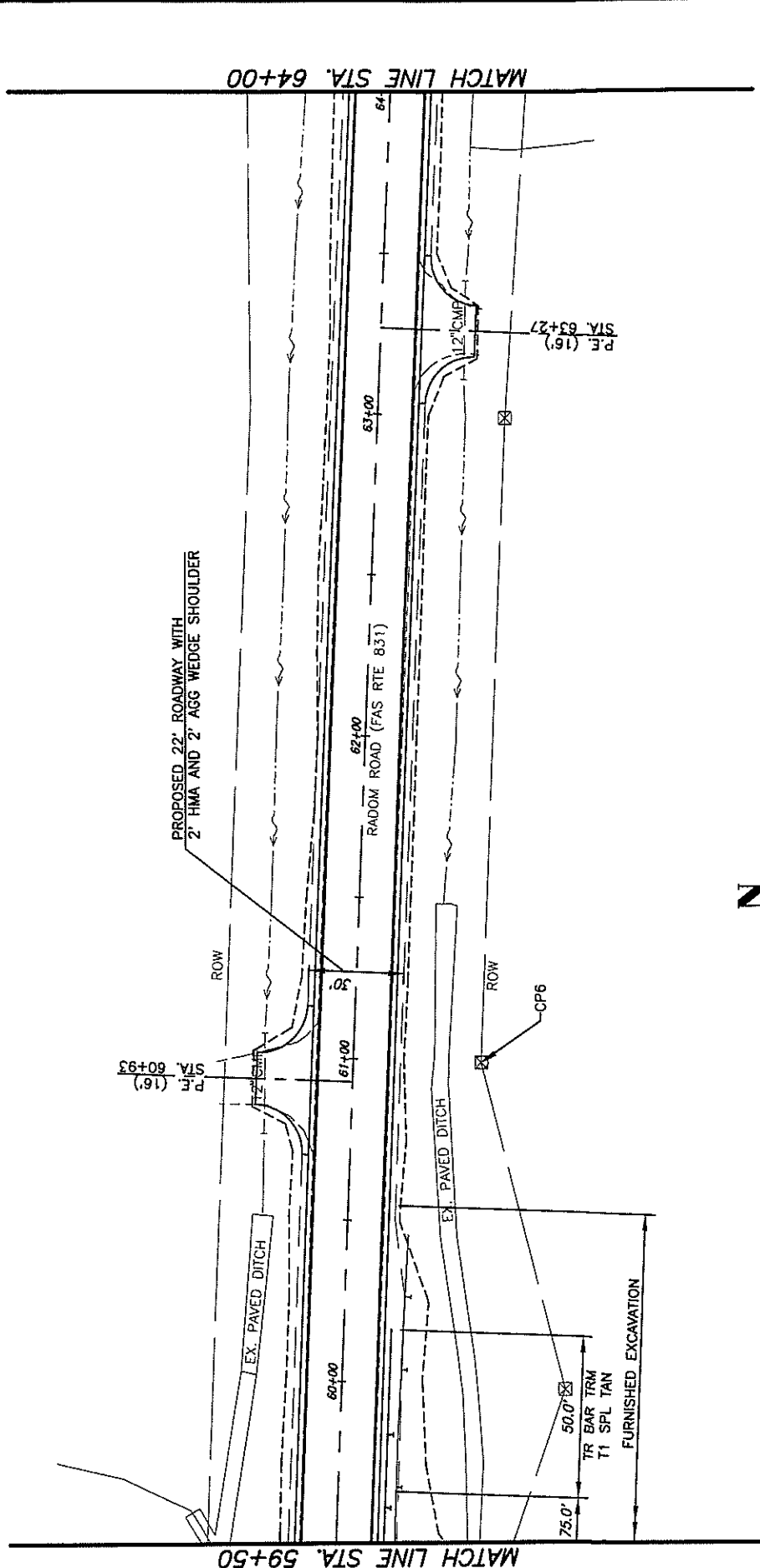
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TOTAL SHEETS	24
SHEET NUMBER	28
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

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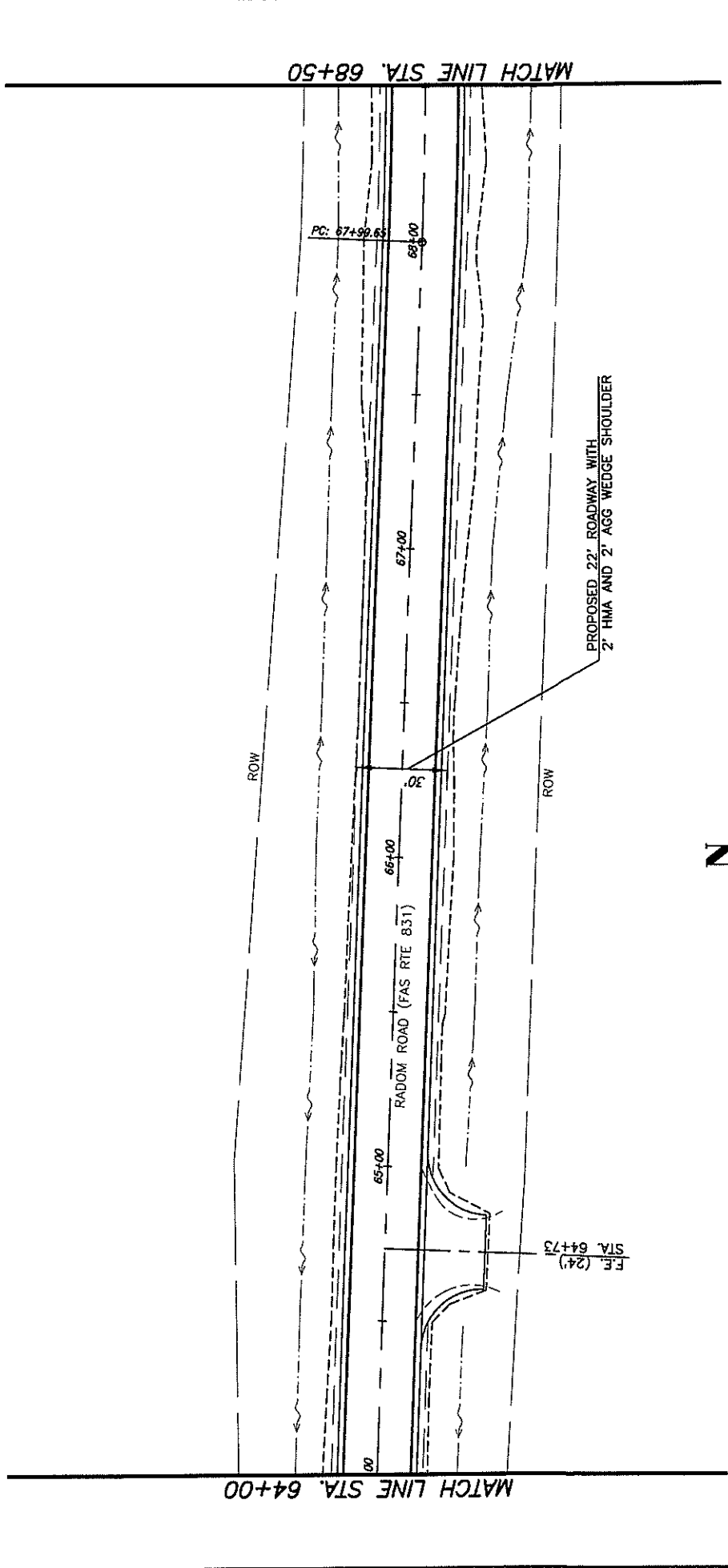
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PLANS\52016 TOPG. 4-5-17

TOTAL SHEETS	84	SHEET NUMBER	29
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

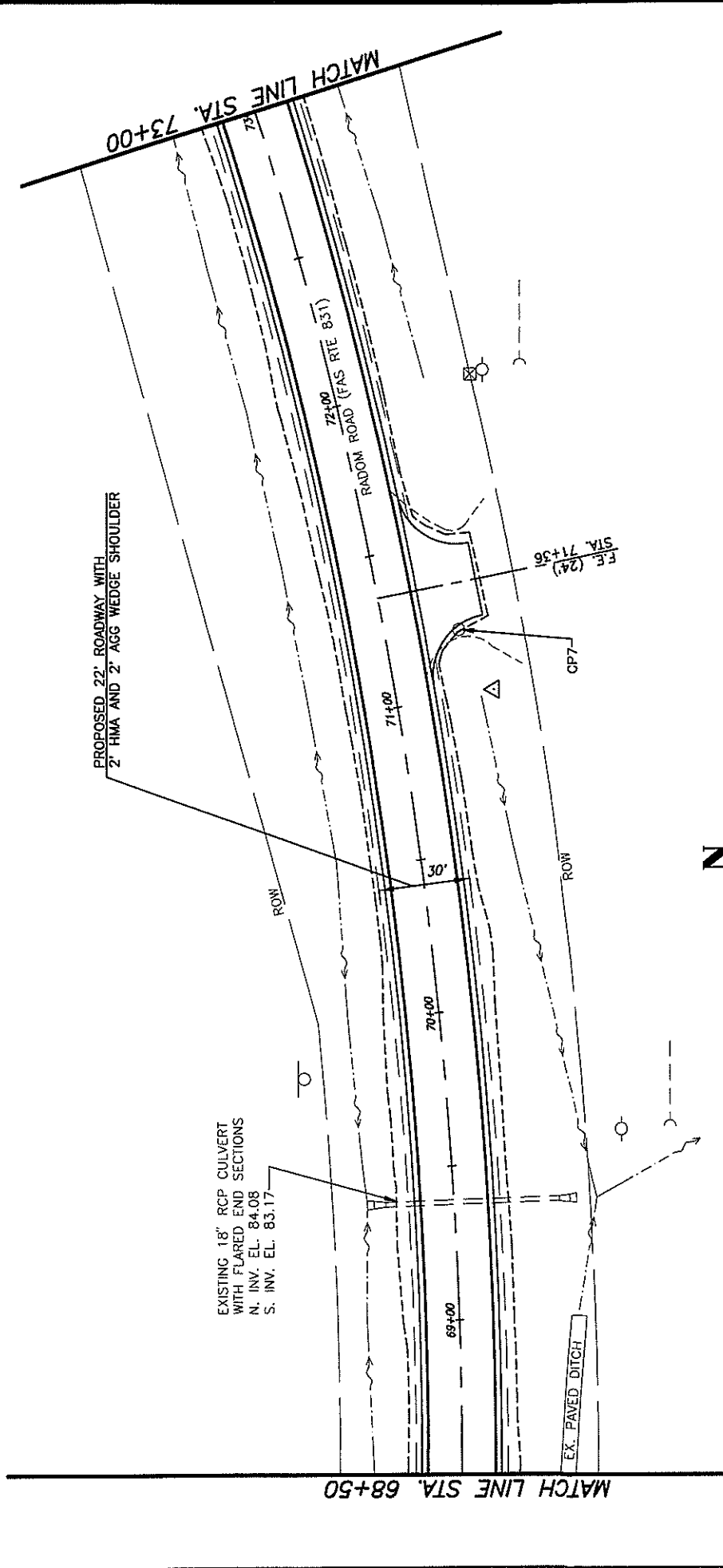
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PLANS\52016 10P0, 4-6-17

TOTAL SHEETS	SHEET NUMBER
24	30
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



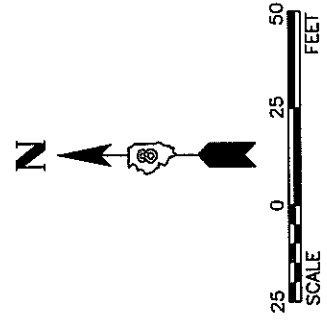
RAAI JOB NO. 52016

**PLAN**

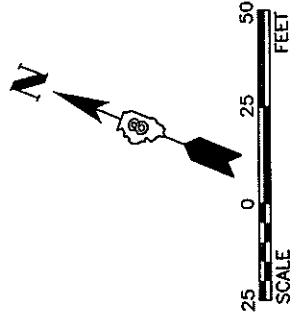
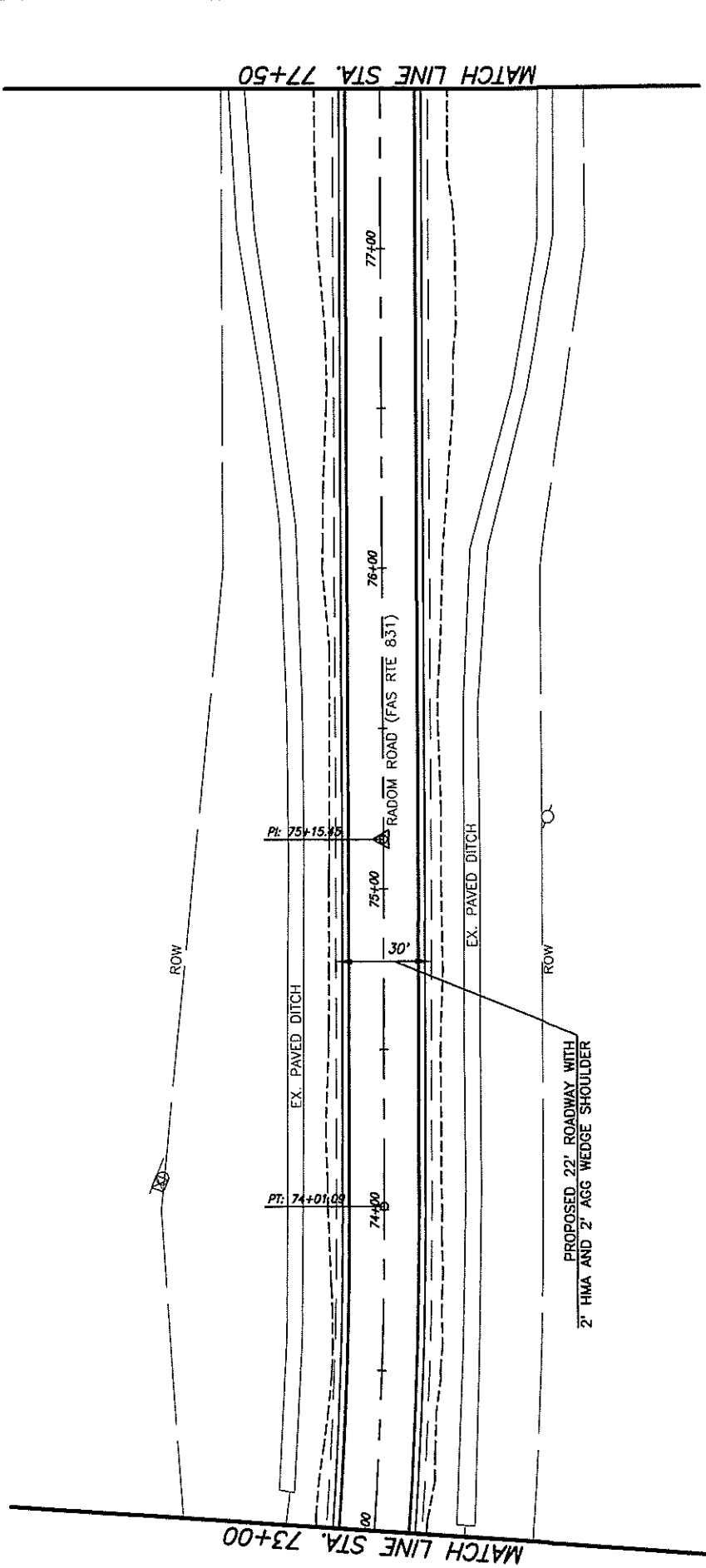
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62861  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOP0, 4-6-17



TOTAL SHEETS	SHEET NUMBER
84	31
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

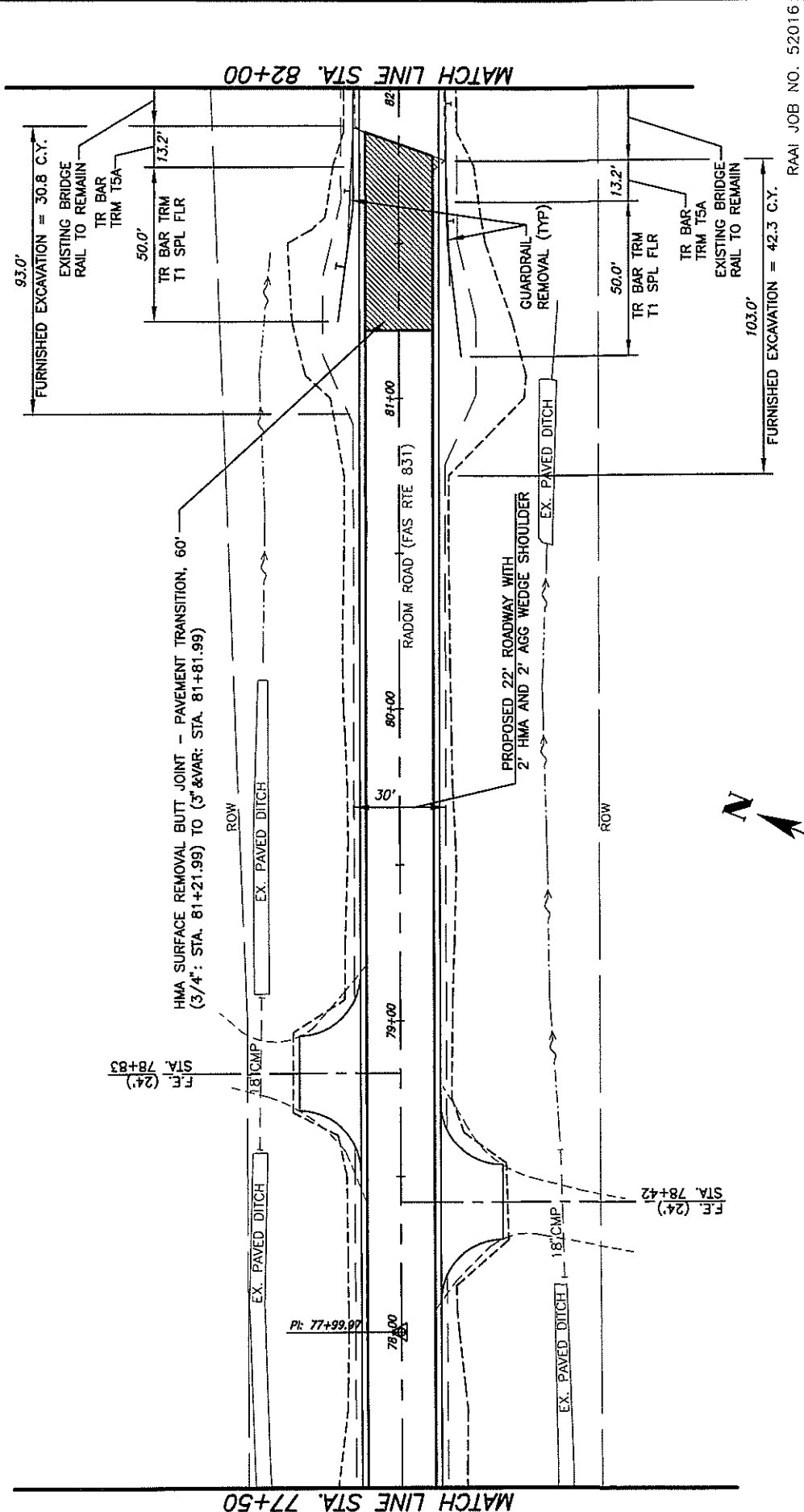
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOP\4-6-17

TOTAL SHEETS	84	SHEET NUMBER	32
CONTRACT NO. 97650		SECTION 09-00086-00-RS	

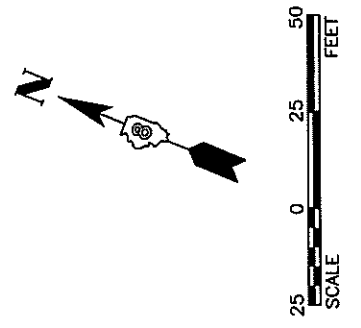


**PLAN**

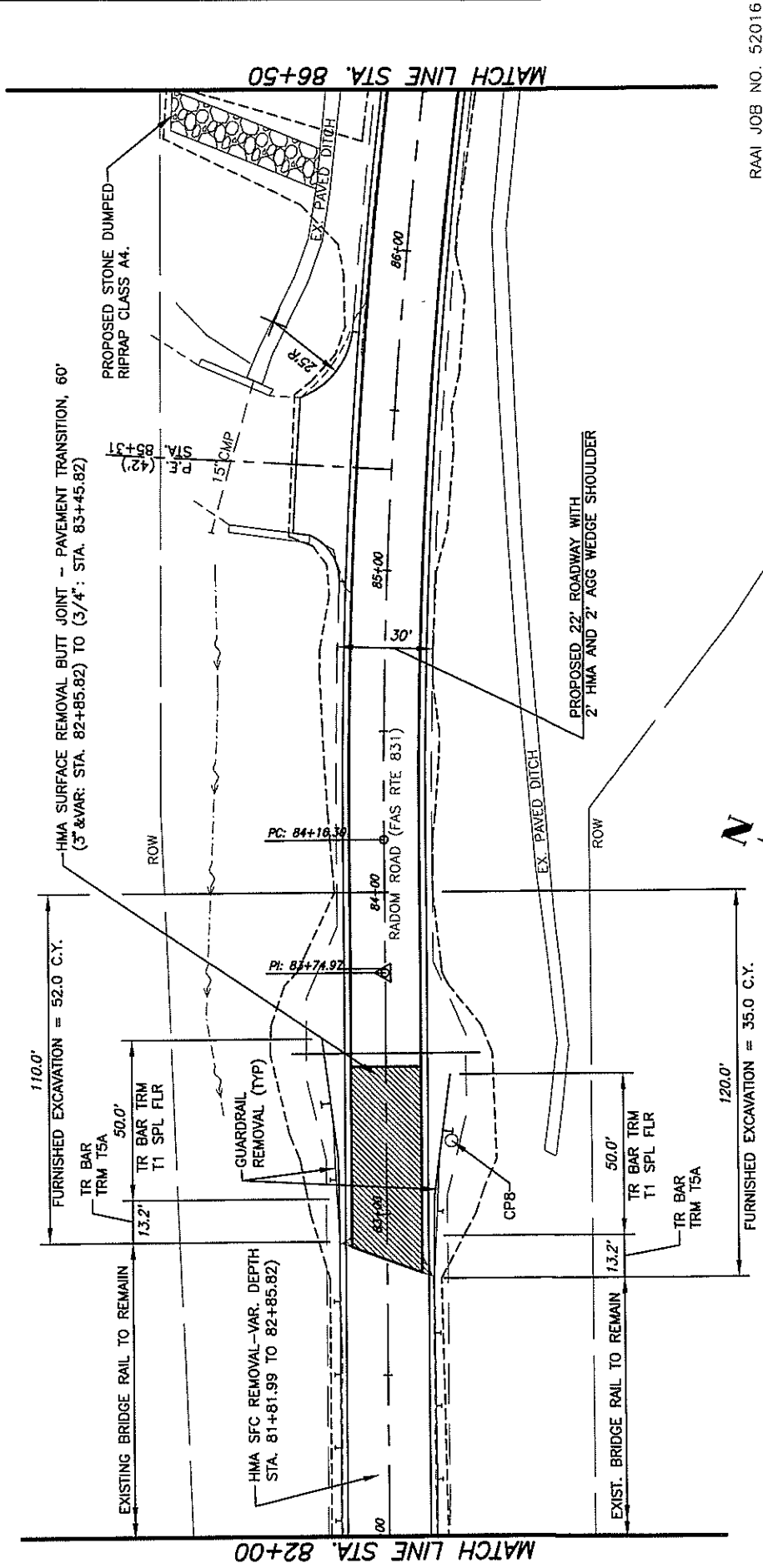
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOPD, 4-6-17



TOTAL SHEETS	SHEET NUMBER
24	33
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



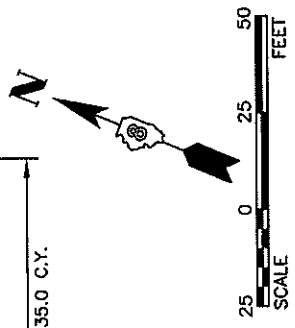
RAAI JOB NO. 52016

**PLAN**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

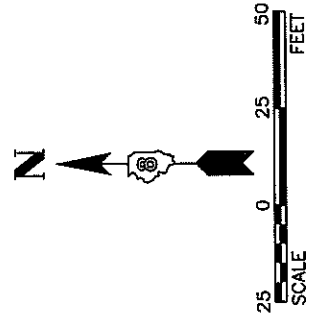
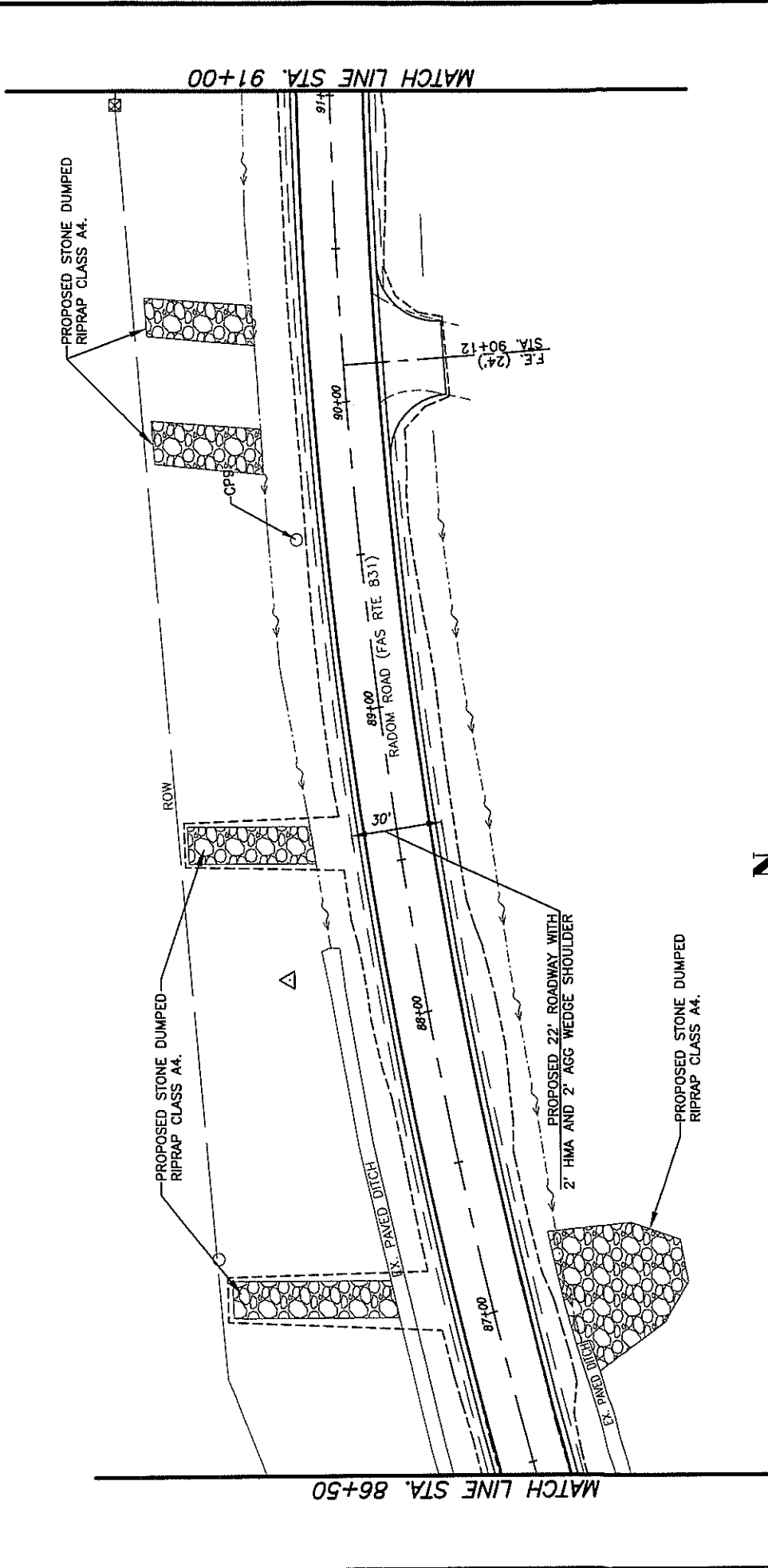
**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS 52016 TOP, 4-6-17





TOTAL SHEETS	84
SHEET NUMBER	34
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

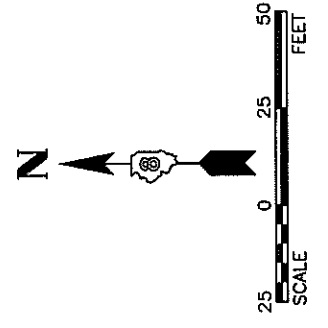
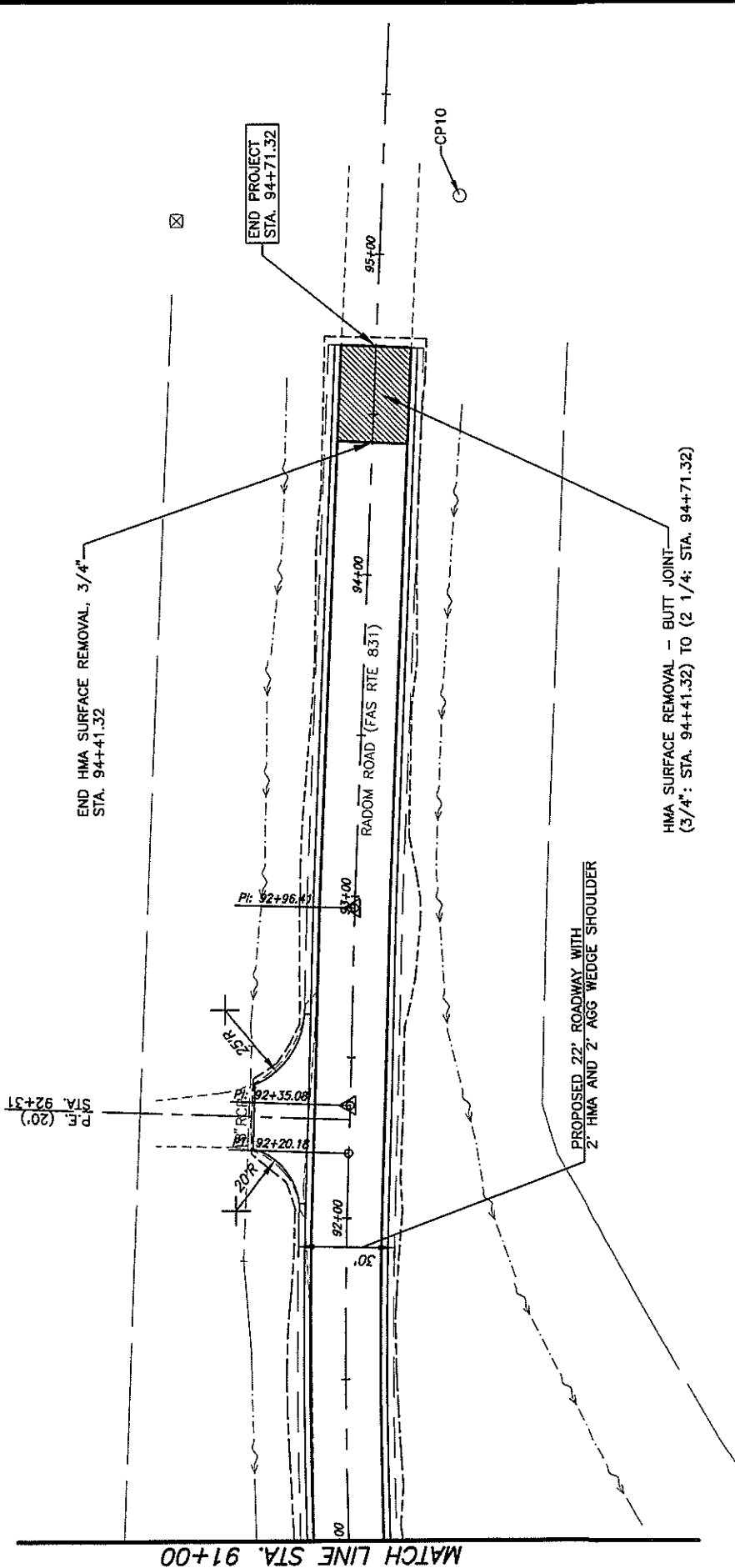
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
SALEM, IL • 62881  
FREEBURG, IL • 62243  
TEL: (618) 539-3178  
TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOPD, 4-6-17

TOTAL SHEETS	84	SHEET NUMBER	35
CONTRACT NO. 97650		SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**PLAN**

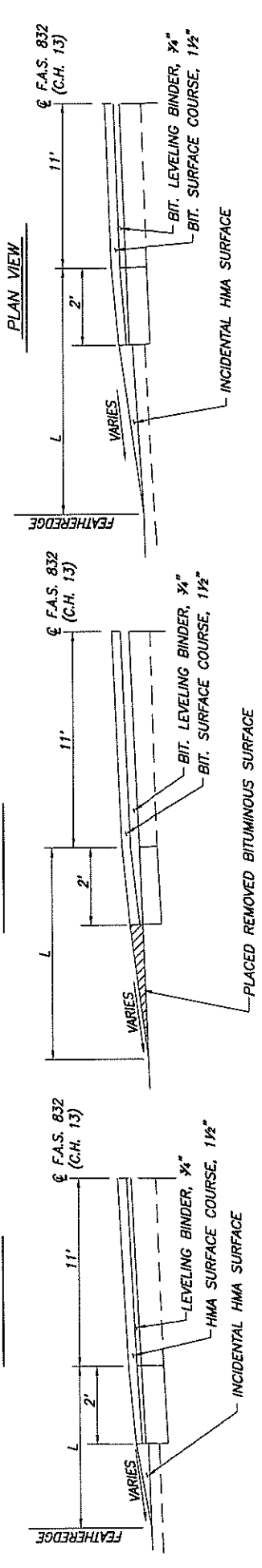
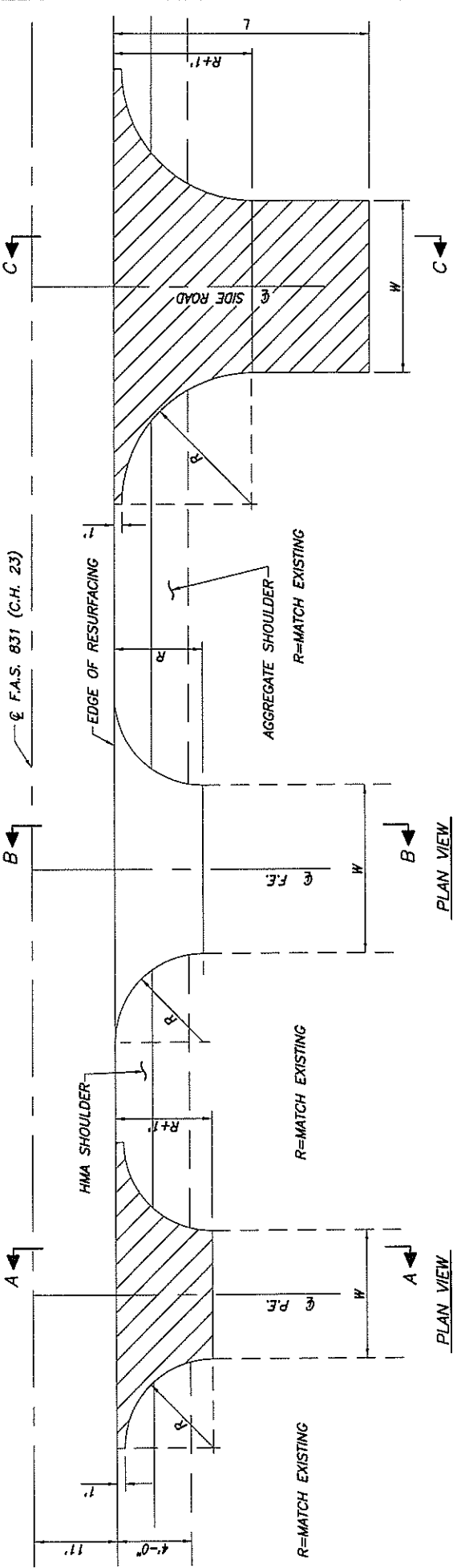
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL, 62243 SALEM, IL, 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOP.dwg 4-6-17

TOTAL SHEETS	SHEET NUMBER
24	36
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



SECTION A-A  
 TYPICAL PRIVATE ENTRANCE  
 N.T.S.

SECTION B-B  
 TYPICAL FIELD ENTRANCE  
 N.T.S.

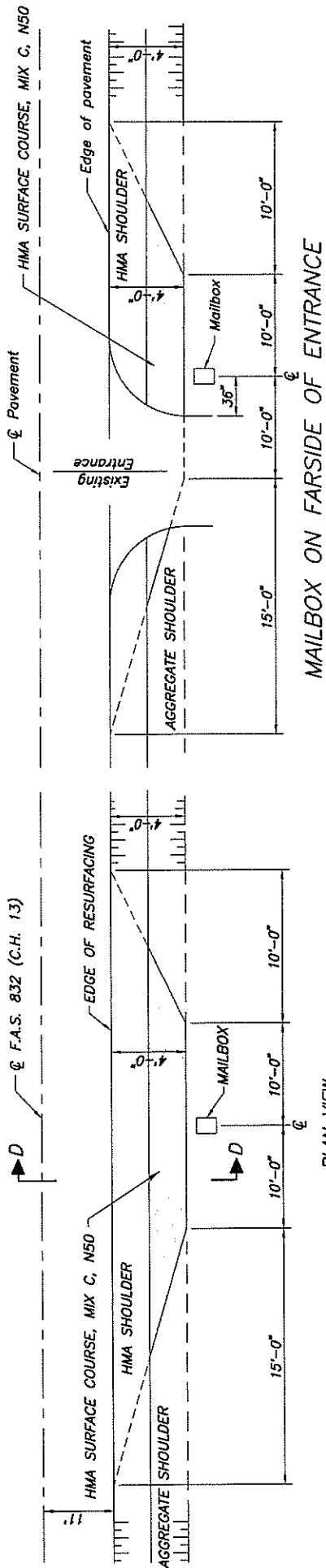
SECTION C-C  
 TYPICAL SIDE ROAD  
 N.T.S.

**MISCELLANEOUS DETAILS**

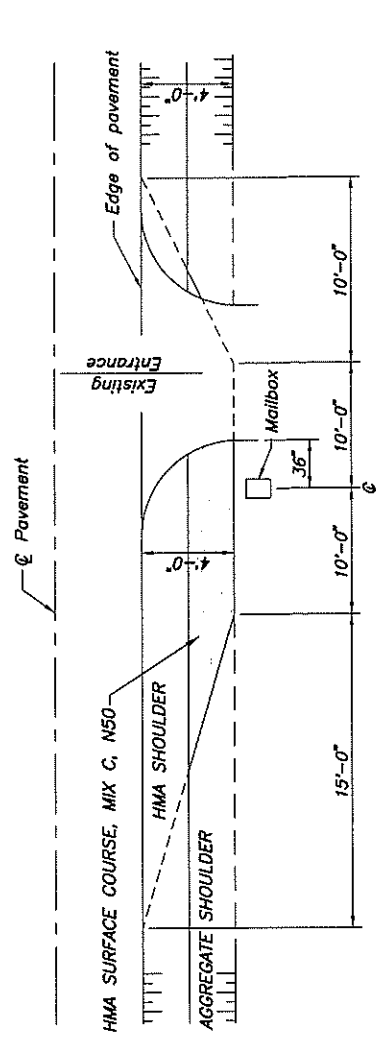
FAS RTE 831 (COUNTY HWY 23)  
 WASHINGTON COUNTY, IL

**RHUTASEL and ASSOCIATES, INC.**  
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 IL LICENSE NO. 184-000287

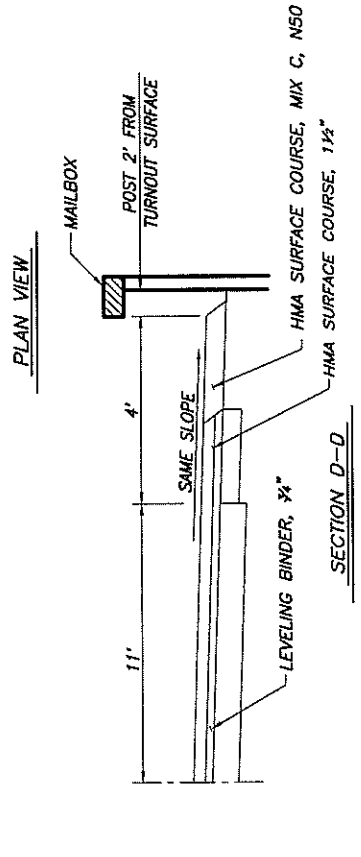
TOTAL SHEETS	84
SHEET NUMBER	37
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



MAILBOX ON FAR SIDE OF ENTRANCE



MAILBOX ON NEAR SIDE OF ENTRANCE



MAILBOX TURNOUT TYPICAL APPLICATION

N.I.S.

GENERAL NOTES  
Mailboxes shall be mounted such that the face of the mailbox is 6" to 12" and the post a minimum of 24" from the edge of the turnout surfacing

RAAI JOB NO. 52016

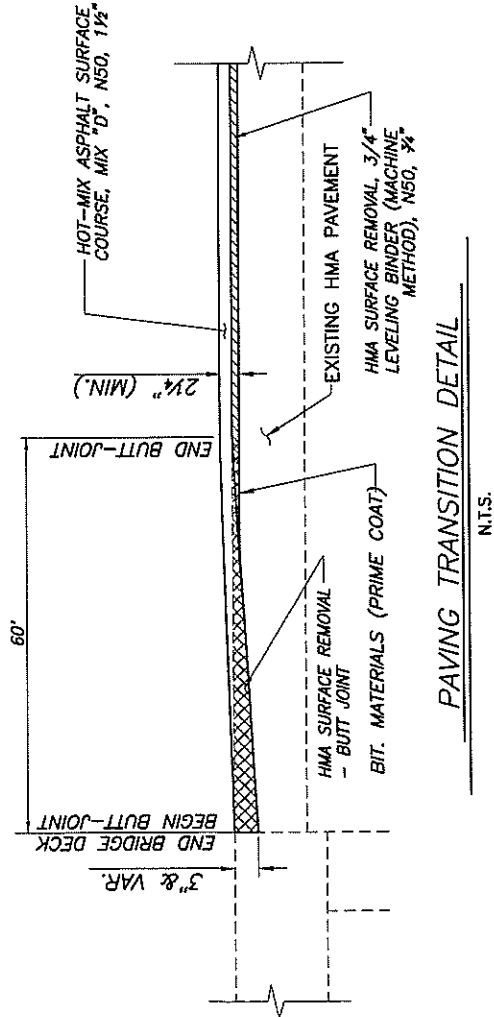
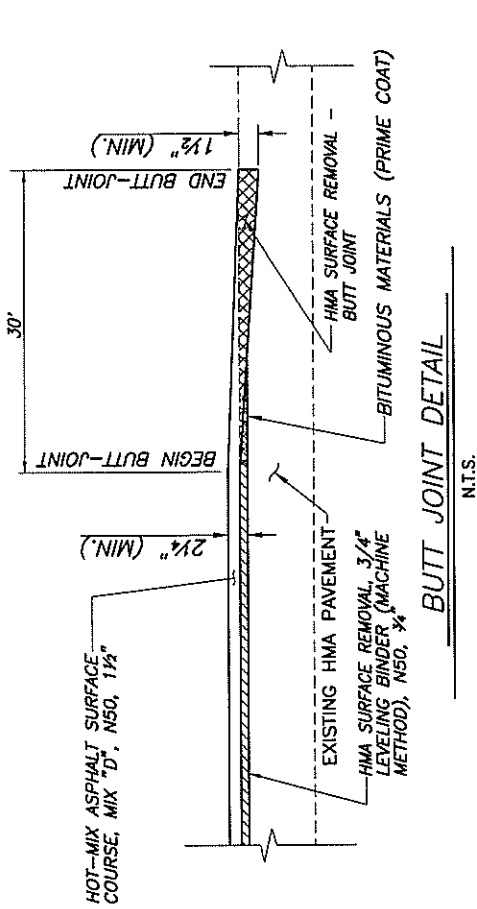
**MISCELLANEOUS DETAILS**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

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CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\MISC.DETAILS, 4-6-17

TOTAL SHEETS	SHEET NUMBER
84	38
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**MISCELLANEOUS DETAILS**

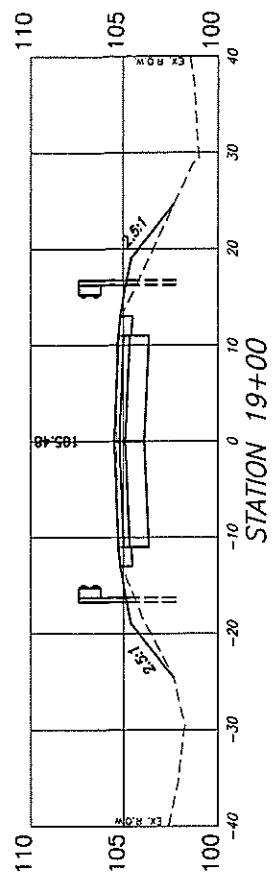
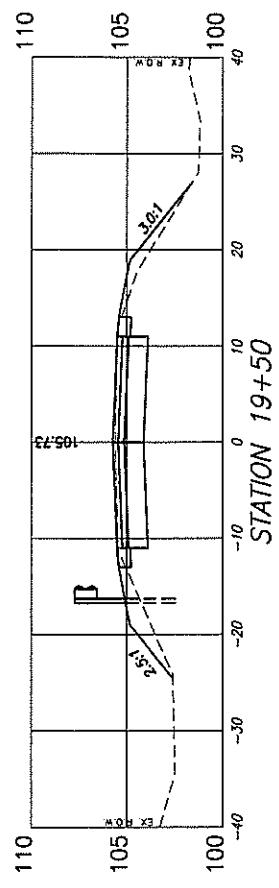
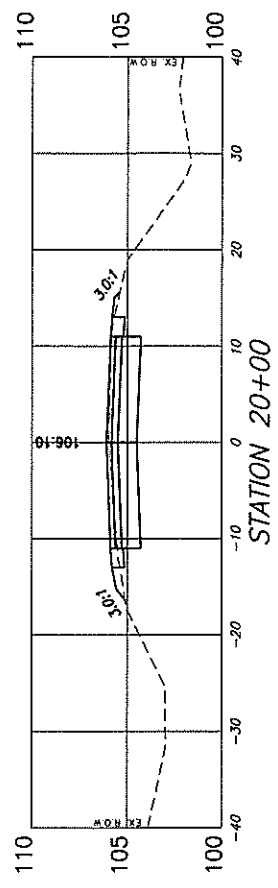
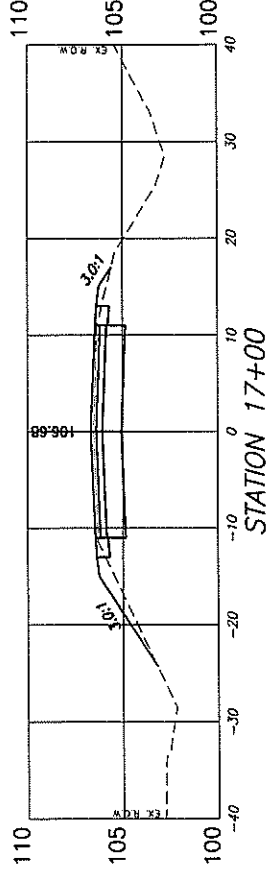
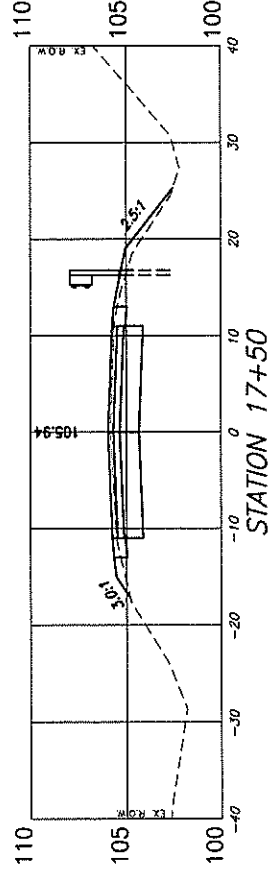
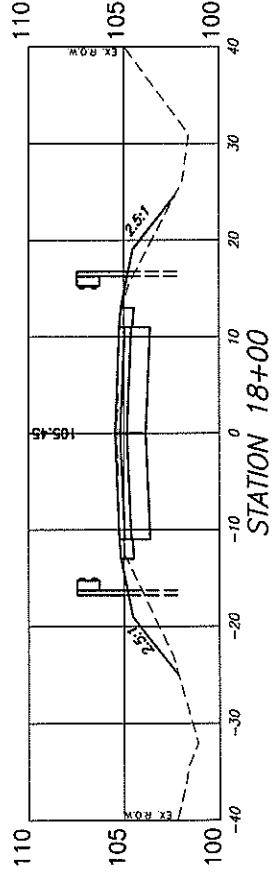
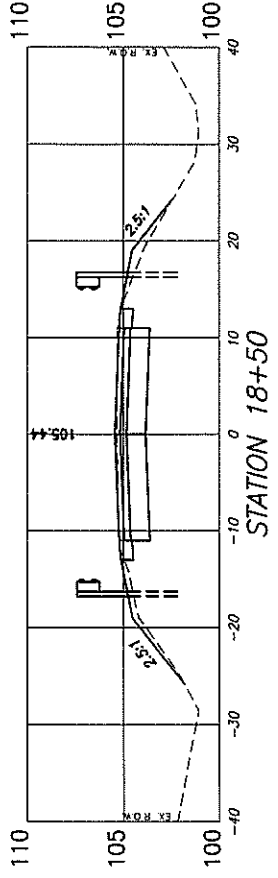
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

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IL LICENSE NO. 184-000287



PLANS\MISC.DETAILS, 4-6-17

TOTAL SHEETS	SHEET NUMBER
24	39
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**CROSS SECTIONS**

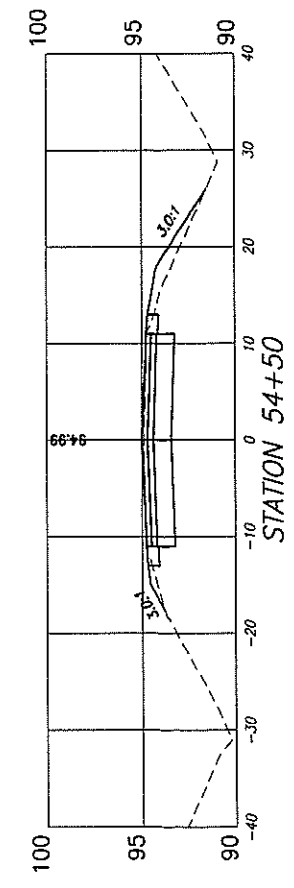
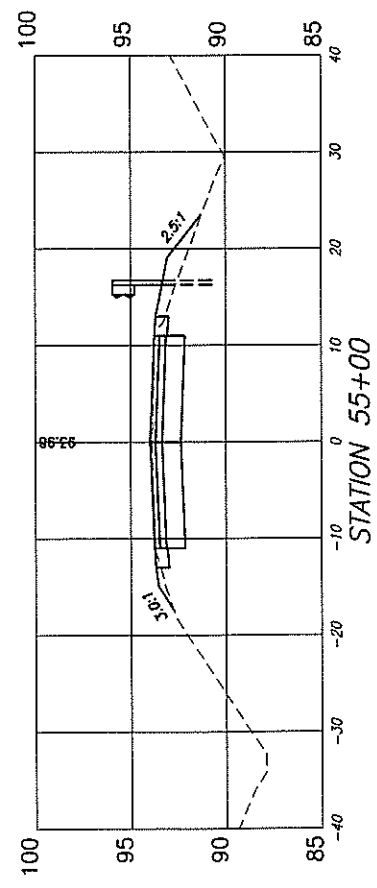
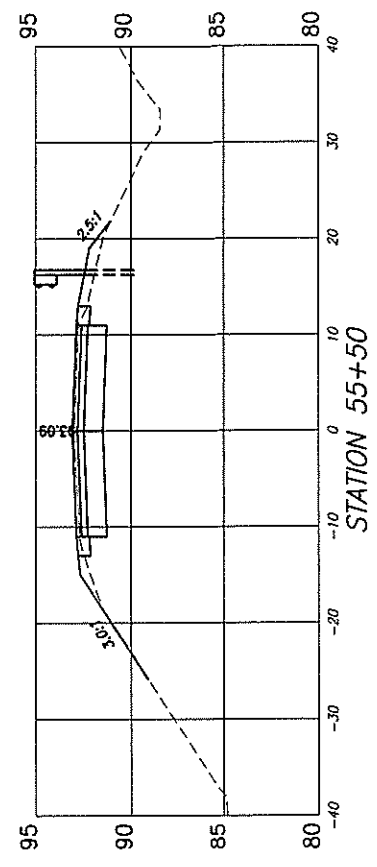
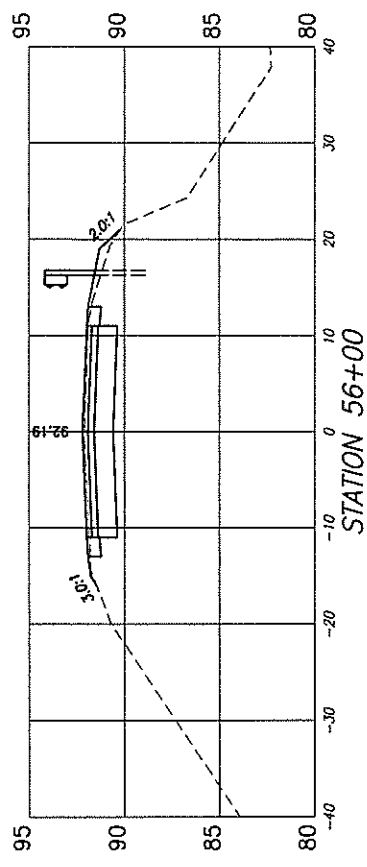
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

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FREEBURG, IL 62243  
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IL LICENSE NO. 184-000287



PLANS\52016 TOP\4-6-17


TOTAL SHEETS	SHEET NUMBER
84	40
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**CROSS SECTIONS**

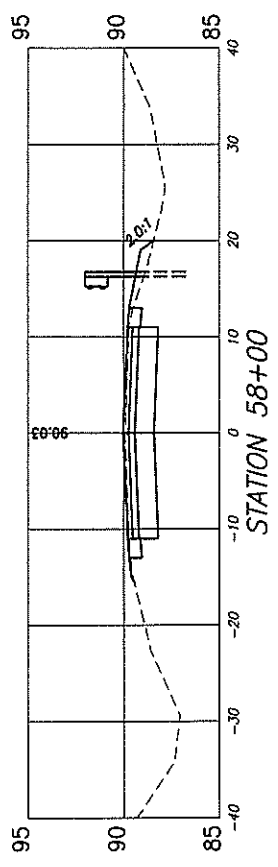
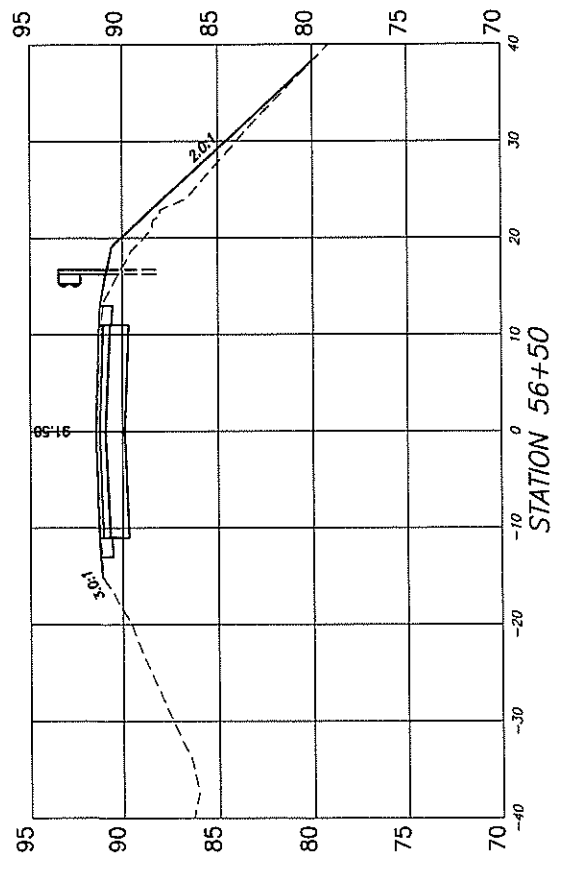
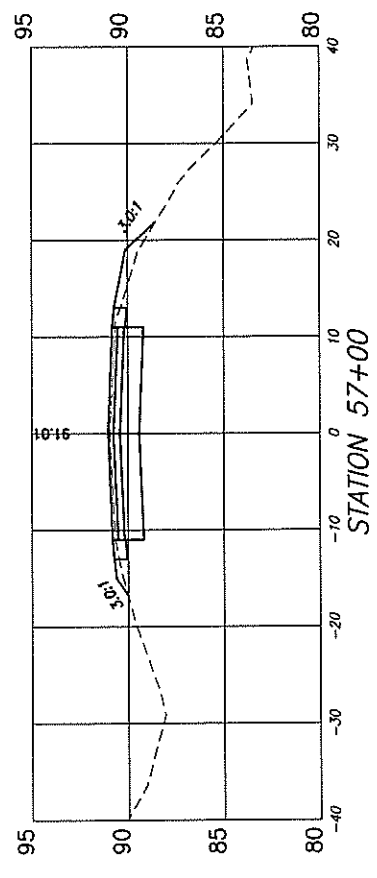
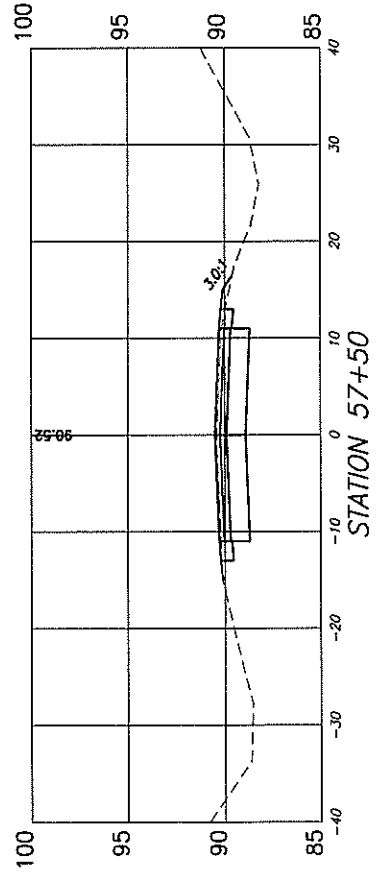
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



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CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 10PO, 3-6-17

TOTAL SHEETS	SHEET NUMBER
84	41
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**CROSS SECTIONS**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL

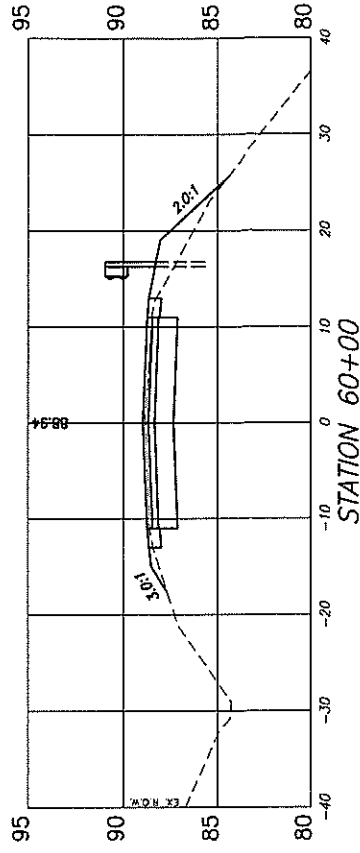
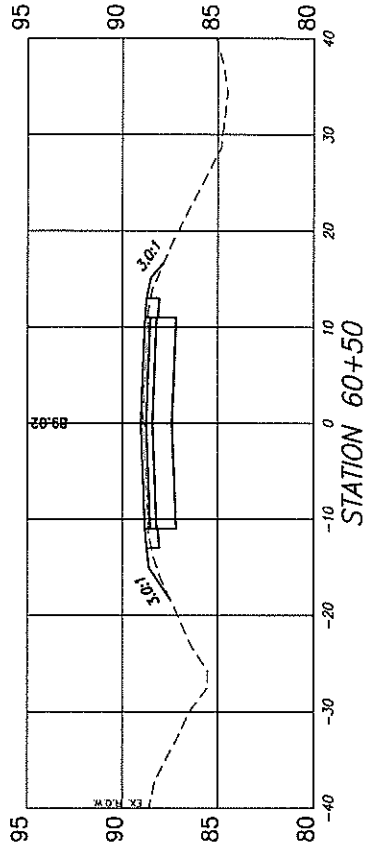
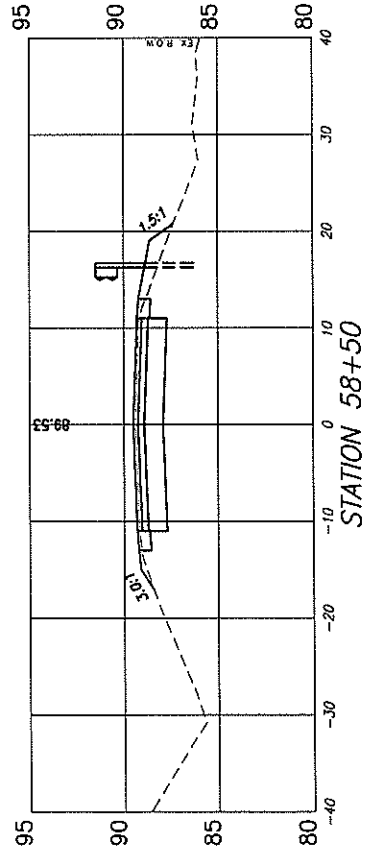
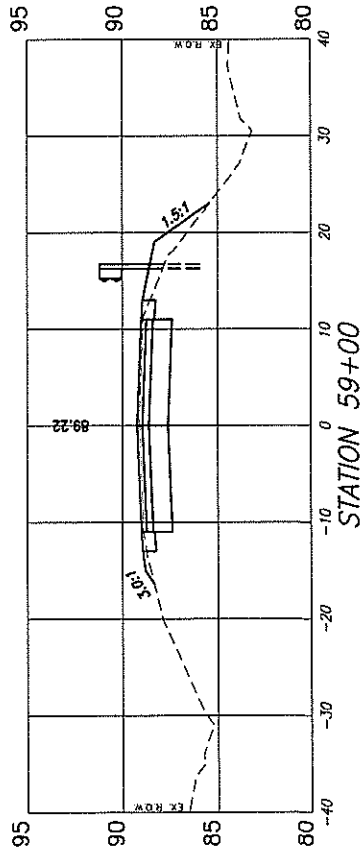
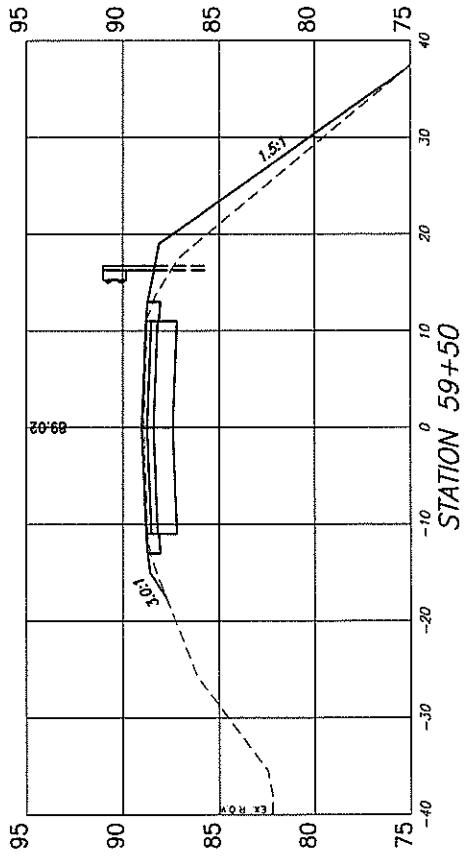


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FREEBURG, IL, 62243  
SALEM, IL, 62681  
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IL LICENSE NO. 184-000287

PLANS\52016 TOPG, 3-6-17



TOTAL SHEETS	SHEET NUMBER
84	42
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**CROSS SECTIONS**

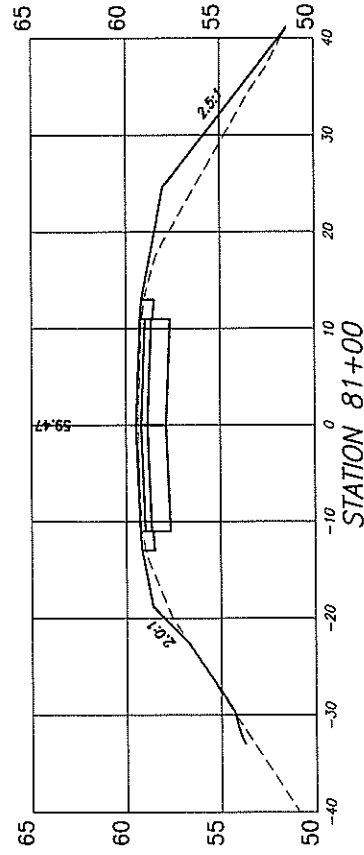
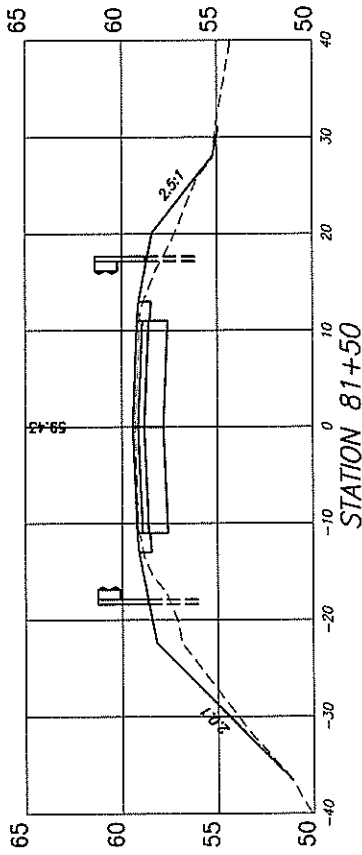
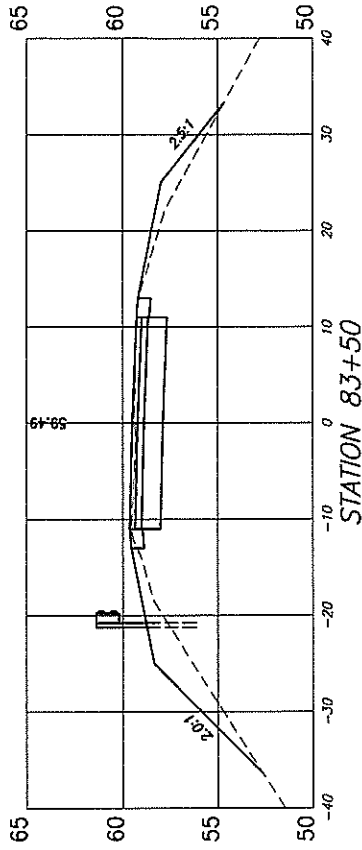
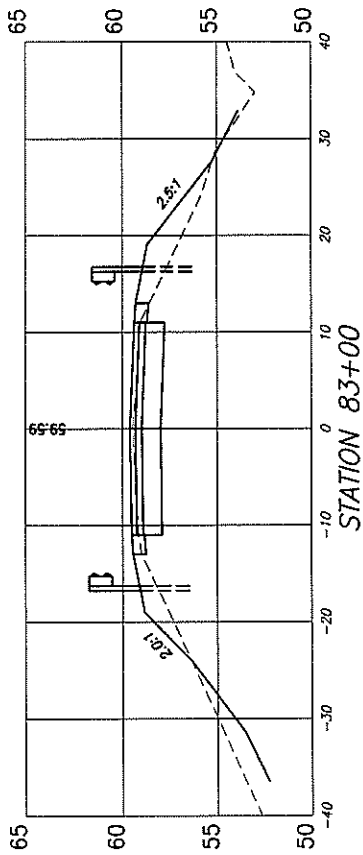
FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, IL. 62243 SALEM, IL. 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL. LICENSE NO. 184-000287

PLANS\52016 TOP0\_3-6-17

TOTAL SHEETS	SHEET NUMBER
24	43
CONTRACT NO. 97650	
SECTION 09-00086-00-RS	



RAAI JOB NO. 52016

**CROSS SECTIONS**

FAS RTE 831 (COUNTY HWY 23)  
WASHINGTON COUNTY, IL



**RHUTASEL and ASSOCIATES, INC.**  
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FREEBURG, IL 62243 SALEM, IL 62881  
TEL: (618) 539-3178 TEL: (618) 532-1992  
IL LICENSE NO. 184-000287

PLANS\52016 TOPG. 3-6-17

DECIMAL OF AN INCH AND OF A FOOT

A		B		A		B		A		B		A		B		A		B							
0.0052	1/20	0.0104	1/10	0.015625	3/20	0.0208	1/5	0.0260	3/20	0.03125	1/4	0.0417	1/2	0.046875	3/4	0.0521	1/2	0.0573	1/2	0.0625	1/2				
0.0577	1/4	0.0729	3/8	0.078125	1/2	0.0833	1/2	0.0885	1/2	0.09375	3/4	0.0990	1	0.1042	1 1/4	0.109375	1 1/4	0.1146	1 1/4	0.1198	1 1/4	0.1250	1 1/4		
0.1302	1 1/4	0.1354	1 1/4	0.140625	1 1/4	0.1458	1 1/4	0.1510	1 1/4	0.15625	1 1/4	0.1615	1 1/4	0.1667	1 1/4	0.171875	1 1/2	0.1771	1 1/2	0.1823	1 1/2	0.1875	1 1/2		
0.1927	1 1/2	0.1979	1 1/2	0.203125	1 1/2	0.2083	1 1/2	0.2135	1 1/2	0.21875	1 1/2	0.2240	1 1/2	0.2292	1 1/2	0.234375	1 1/2	0.2396	1 1/2	0.2448	1 1/2	0.2500	1 1/2	0.2552	1 1/2
0.2604	1 1/2	0.265625	1 1/2	0.2708	1 1/2	0.2760	1 1/2	0.28125	1 1/2	0.2865	1 1/2	0.2917	1 1/2	0.296875	1 1/2	0.3021	1 1/2	0.3073	1 1/2	0.3125	1 1/2	0.3177	1 1/2		
0.3229	1 1/2	0.328125	1 1/2	0.3333	1 1/2	0.3385	1 1/2	0.34375	1 1/2	0.3490	1 1/2	0.3542	1 1/2	0.359375	1 1/2	0.3646	1 1/2	0.3698	1 1/2	0.3750	1 1/2	0.3802	1 1/2		
0.3854	1 1/2	0.390625	1 1/2	0.3958	1 1/2	0.4010	1 1/2	0.40625	1 1/2	0.4115	1 1/2	0.4167	1 1/2	0.421875	1 1/2	0.4271	1 1/2	0.4323	1 1/2	0.4375	1 1/2	0.4427	1 1/2		
0.4479	1 1/2	0.453125	1 1/2	0.4583	1 1/2	0.4635	1 1/2	0.46875	1 1/2	0.4740	1 1/2	0.4792	1 1/2	0.484375	1 1/2	0.4895	1 1/2	0.4948	1 1/2	0.5000	1 1/2	0.5052	1 1/2		
0.5104	1 1/2	0.515625	1 1/2	0.5208	1 1/2	0.5260	1 1/2	0.53125	1 1/2	0.5365	1 1/2	0.5417	1 1/2	0.546875	1 1/2	0.5521	1 1/2	0.5573	1 1/2	0.5625	1 1/2	0.5677	1 1/2		
0.5729	1 1/2	0.578125	1 1/2	0.5833	1 1/2	0.5885	1 1/2	0.59375	1 1/2	0.5990	1 1/2	0.6042	1 1/2	0.609375	1 1/2	0.6146	1 1/2	0.6198	1 1/2	0.6250	1 1/2	0.6302	1 1/2		
0.6354	1 1/2	0.640625	1 1/2	0.6458	1 1/2	0.6510	1 1/2	0.65625	1 1/2	0.6615	1 1/2	0.6667	1 1/2	0.671875	1 1/2	0.6771	1 1/2	0.6823	1 1/2	0.6875	1 1/2	0.6927	1 1/2		
0.6979	1 1/2	0.703125	1 1/2	0.7083	1 1/2	0.7135	1 1/2	0.71875	1 1/2	0.7240	1 1/2	0.7292	1 1/2	0.734375	1 1/2	0.7396	1 1/2	0.7448	1 1/2	0.7500	1 1/2	0.7552	1 1/2		
0.7552	1 1/2	0.7604	1 1/2	0.765625	1 1/2	0.7708	1 1/2	0.7760	1 1/2	0.78125	1 1/2	0.7865	1 1/2	0.7917	1 1/2	0.796875	1 1/2	0.8021	1 1/2	0.8073	1 1/2	0.8125	1 1/2		
0.8177	1 1/2	0.8229	1 1/2	0.828125	1 1/2	0.8333	1 1/2	0.8385	1 1/2	0.84375	1 1/2	0.8490	1 1/2	0.8542	1 1/2	0.859375	1 1/2	0.8646	1 1/2	0.8698	1 1/2	0.8750	1 1/2		
0.8802	1 1/2	0.8854	1 1/2	0.890625	1 1/2	0.8958	1 1/2	0.9010	1 1/2	0.90625	1 1/2	0.9115	1 1/2	0.9167	1 1/2	0.921875	1 1/2	0.9271	1 1/2	0.9323	1 1/2	0.9375	1 1/2		
0.9427	1 1/2	0.9479	1 1/2	0.953125	1 1/2	0.9583	1 1/2	0.9635	1 1/2	0.96875	1 1/2	0.9740	1 1/2	0.9792	1 1/2	0.984375	1 1/2	0.9895	1 1/2	0.9948	1 1/2	1.0000	1 1/2		

DATE	1-1-97
REVISIONS	New Standard.

**DECIMAL OF AN INCH  
AND OF A FOOT**

STANDARD 001006

A = Fractions of Inch or Foot  
B = Inch Equivalents to Foot Fractions

Missile Department of Transportation  
 PASSED January 1, 1997  
 ENGINEER OF SAFETY  
 APPROVED [Signature] January 1, 1997  
 ENGINEER OF SAFETY AND ENVIRONMENT



<u>ADJUSTMENT ITEMS</u>	<u>EX</u>	<u>PR</u>	<u>ALIGNMENT ITEMS</u>	<u>EX</u>	<u>PR</u>	<u>CONTOUR ITEMS</u>	<u>EX</u>	<u>PR</u>
Structure To Be Adjusted			Baseline	—	—	Approx. Index Line	---	---
Structure To Be Cleaned			Centerline	—	—	Approx. Intermediate Line	---	---
Main Structure To Be Filled			Centerline Break Circle	○	○	Index Contour	—	—
Structure To Be Filled			Baseline Symbol			Intermediate Contour	—	—
Structure To Be Filled Special			Centerline Symbol			<u>DRAINAGE ITEMS</u>	<u>EX</u>	<u>PR</u>
Structure To Be Removed			PI Indicator	△	△	Channel or Stream Line	—	—
Structure To Be Reconstructed			Point Indicator	○	○	Culvert Line	—	—
Structure To Be Reconstructed Special			Horizontal Curve Data (Half Size)	CURVE P.I. STA: D.P. R. L. E. T.P. S.L. RUN: S.C. STA: P.C. STA: P.T. STA:	CURVE P.I. STA: D.P. R. L. E. T.P. S.L. RUN: S.C. STA: P.C. STA: P.T. STA:	Grading & Shaping Ditches	—	—
Frame and Grate To Be Adjusted			<u>BOUNDARIES ITEMS</u>	<u>EX</u>	<u>PR</u>	Drainage Boundary Line	—	—
Frame and Lid To Be Adjusted			Dashed Property Line	---	---	Paved Ditch	—	—
Domestic Service Box To Be Adjusted			Solid Property/Lot Line	—	—	Aggregate Ditch	—	—
Valve Vault To Be Adjusted			Section/Grant Line	—	—	Pipe Underdrain	—	—
Special Adjustment			Quarter Section Line	—	—	Storm Sewer	—	—
Item To Be Abandoned			Quarter/Quarter Section Line	—	—	Flowline	—	—
Item To Be Moved			County/Township Line	---	---	Ditch Check	—	—
Item To Be Relocated			State Line	---	---	Headwall	—	—
Pavement Removal and Replacement			Iron Pipe Found	○	○	Inlet	—	—
			Iron Pipe Set	●	●	Manhole	—	—
			Survey Marker			Summit	—	—
			Property Line Symbol			Roadway Ditch Flow	—	—
			Same Ownership Symbol (Half Size)			Swale	—	—
			Northwest Quarter Corner (Half Size)			Catch Basin	—	—
			Section Corner (Half Size)			Culvert End Section	—	—
			Southeast Quarter Corner (Half Size)			Water Surface Indicator	—	—
						Riprap	—	—

**STANDARD SYMBOLS,  
ABBREVIATIONS  
AND PATTERNS**  
(Sheet 2 of 8)  
STANDARD 000001-05

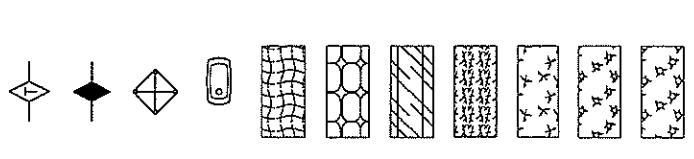
Illinois Department of Transportation  
 PASSED January 1, 2011  
 ENGINEER OF HIGHWAY AND PROCEDURES  
 APPROVED January 1, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

**EROSION & SEDIMENT CONTROL ITEMS**

**EX**

**PR**

- Cleaning & Grading Limits
- Dike
- Erosion Control Fence
- Perimeter Erosion Barrier
- Temporary Fence
- Ditch Check Temporary
- Ditch Check Permanent
- Inlet & Pipe Protection
- Sediment Basin
- Erosion Control Blanket
- Fabric Formed Concrete Reinforcement Mat
- Turf Reinforcement Mat
- Mulch Temporary
- Mulch Method 1
- Mulch Method 2 Stabilized
- Mulch Method 3 Hydraulic

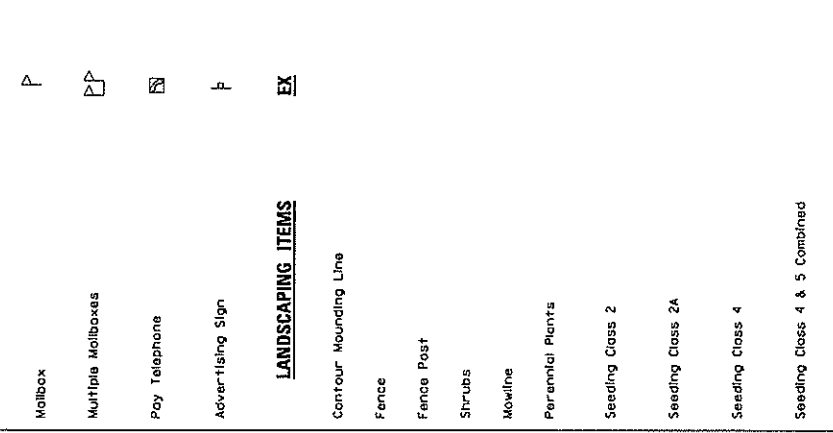


**NON-HIGHWAY IMPROVEMENT ITEMS**

**EX**

**PR**

- Noise Att'n./Levee
- Field Line
- Fence
- Base of Levee
- Mailbox
- Multiple Mailboxes
- Pay Telephone
- Advertising Sign

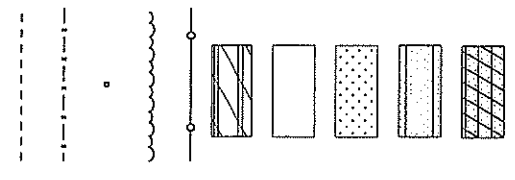


**LANDSCAPING ITEMS**

**EX**

**PR**

- Contour Mounding Line
- Fence
- Fence Post
- Shrubs
- Mowline
- Perennial Plants
- Seeding Class 2
- Seeding Class 2A
- Seeding Class 4
- Seeding Class 4 & 5 Combined

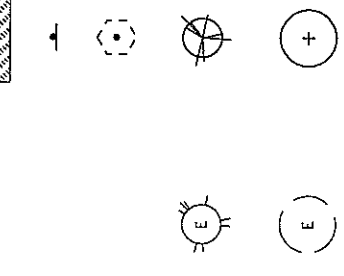


**EXISTING LANDSCAPING ITEMS (cont'd)**

**EX**

**PR**

- Seeding Class 5
- Seeding Class 7
- Seedlings Type 1
- Seedlings Type 2
- Sodding
- Mastake w/Sign
- Tree Trunk Protection
- Ever-green Tree
- Shade Tree

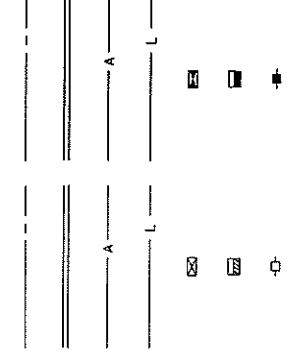


**LIGHTING**


**EX**

**PR**

- Duct
- Conduit
- Electrical Aerial Cable
- Electrical Buried Cable
- Controller
- Underpass Luminaire
- Power Pole



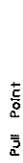
**STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS**  
(Sheet 3 of 8)  
**STANDARD 000001-06**


 Passed January 1, 2011  
 ENGINEER OF HIGHWAY AND TRANSPORTATION  
 APPROVED January 1, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

**LIGHTING**  
(contd.)

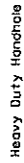
Pull Point



Handhole



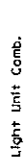
Heavy Duty Handhole



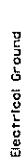
Junction Box



Light Unit Comb.



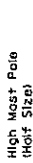
Electrical Ground



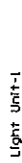
Traffic Flow Arrow



High Mast Pole  
(Half Size)

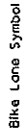


Light Unit-1

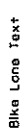


**PAVEMENT MARKINGS**

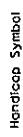
Bike Lane Symbol



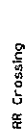
Bike Lane Text



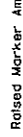
Handicap Symbol



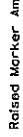
RR Crossing



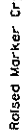
Raised Marker Amber 1 Way



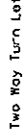
Raised Marker Amber 2 Way



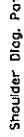
Raised Marker Crystal 1 Way



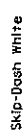
Two Way Turn Left



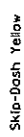
Shoulder Diag. Pattern



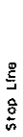
Skip-Dash White



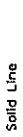
Skip-Dash Yellow



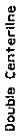
Stop Line



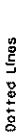
Solid Line



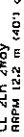
Double Centerline



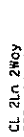
Dotted Lines



CL 2Ln 2Way  
RRPM 12.2 m (40') o.c.



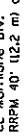
CL 2Ln 2Way  
RRPM 80' (24.4 m) o.c.



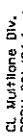
CL Multilane Div.  
RRPM 40' (12.2 m) o.c.



CL Multilane Div.  
RRPM 80' (24.4 m) o.c.



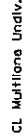
CL Multilane Div. Dbl.  
RRPM 80' (24.4 m) o.c.



CL Multilane Undiv.

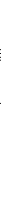
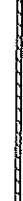
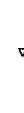
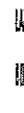


Two Way Turn Left Line



**EX**

**PR**



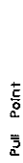
**STANDARD SYMBOLS,  
ABBREVIATIONS  
AND PATTERNS**

(Sheet 4 of 8)

STANDARD 000001-06

**LIGHTING**  
(contd.)

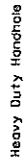
Pull Point



Handhole



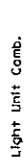
Heavy Duty Handhole



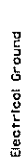
Junction Box



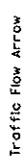
Light Unit Comb.



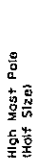
Electrical Ground



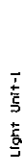
Traffic Flow Arrow



High Mast Pole  
(Half Size)

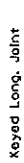


Light Unit-1

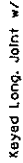


**PAVEMENT (MISC.)**

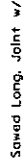
Keyed Long. Joint



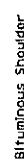
Keyed Long. Joint w/Tie Bars



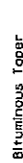
Sawed Long. Joint w/Tie Bars



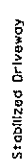
Bituminous Shoulder



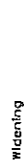
Bituminous Taper



Stabilized Driveway



Widening



Illinois Department of Transportation  
 PASSED January 1, 2011  
 ENGINEER OF POLICY AND PROCEDURES  
 APPROVED [Signature] January 1, 2011  
 ASSISTANT CHIEF ENGINEER

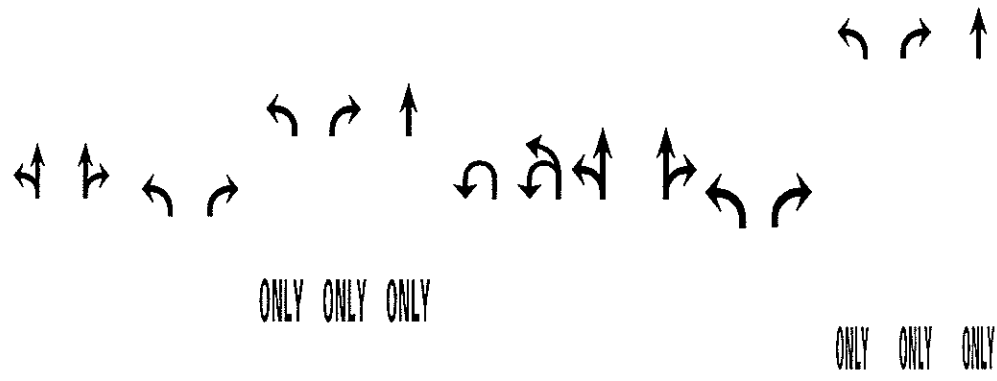
ISSUED 1-1-97

**PAVEMENT MARKINGS**  
(cont'd)

- Urban Combination Left
- Urban Combination Right
- Urban Left Turn Arrow
- Urban Right Turn Arrow
- Urban Left Turn Only
- Urban Right Turn Only
- Urban Thru Only
- Urban U-Turn
- Urban Combined U-Turn
- Rural Combination Left
- Rural Combination Right
- Rural Left Turn Arrow
- Rural Right Turn Arrow
- Rural Left Turn Only
- Rural Right Turn Only
- Rural Thru Only

**EX**

**PR**



**RAILROAD ITEMS**

- Abandoned Railroad
- Railroad
- Railroad Point
- Control Box
- Crossing Gate
- Flashing Signal
- Railroad Cont. Mast Arm
- Crossbuck

**PR**

**EX**

**REMOVAL ITEMS**

- Removal Tic
- Bituminous Removal
- Hatch Pattern
- Tree Removal Single

**PR**

**EX**

**RIGHT OF WAY ITEMS**

- Future ROW Corner Monument
- ROW Marker
- ROW Line
- Easement
- Temporary Easement

**PR**

**EX**

**STANDARD SYMBOLS,  
ABBREVIATIONS  
AND PATTERNS**  
(Sheet 5 of 8)  
STANDARD 000001-06

Missouri Department of Transportation  
PASSED January 1, 2011  
ENGINEER OF POLICY AND PROCEDURES  
APPROVED [Signature] January 1, 2011  
ENGINEER OF DESIGN AND ENVIRONMENT  
ISSUED 1-1-97



**RIGHT OF WAY ITEMS**  
(cont'd.)

Access Control Line AC PR

Access Control Line & ROW AC PR

Access Control Line & ROW with Fence AR PR

Excess ROW Line XS

**ROADWAY PLAN ITEMS**

Cable Barrier CB PR

Concrete Barrier CB

Edge of Pavement EP

Bit Shoulders, Medians and C&C Line BS

Aggregate Shoulder AS

Sidewalks, Driveways SD

Guardrail GR

Guardrail Post GR

Traffic Sign TS

Corrugated Median CM

Impact Attenuator IA

North Arrow with District Office (Half Size) NA

Match Line ML STA. 45+00

Slope Limit Line SL

Typical Cross-Section Line TCS

**ROADWAY PROFILES**

P.I. Indicator PI PR

Point Indicator PI PR

Earthworks Balance Point EBP

Begin Point BP

Vert. Curve Data VCD  
VPI =  
ELEV =  
L =  
E =

Ditch Profile Left Side DPS

Ditch Profile Right Side DPS

Roadway Profile Line RPL

Storm Sewer Profile Left Side SSPL

Storm Sewer Profile Right Side SSPR

**SIGNING ITEMS**

Cone, Drum or Barricade CDB PR

Barricade Type II BTII

Barricade Type III BTIII

Barricade with Edge Line BCEL

Flashing Light Sign FLS

Panel I PI

Panel II PII

Direction of Traffic DOT

Sign Flag (Half Size) SIF

**SIGNING ITEMS**  
(cont'd.)

Reverse Left W1-4L (Half Size) R1-4L PR

Reverse Right W1-4R (Half Size) R1-4R PR

Two Way Traffic Sign W6-3 (Half Size) T2W3

Detour Ahead W20-2(O) (Half Size) D20-2

Left Lane Closed Ahead W20-5L(O) (Half Size) L20-5

Right Lane Closed Ahead W20-5R(O) (Half Size) R20-5

Road Closed Ahead W20-3(O) (Half Size) RC3

Road Construction Ahead W20-1(O) (Half Size) RC1

Single Lane Ahead (Half Size) SLA

Transition Left W4-2L (Half Size) T4-2L

Transition Right W4-2R (Half Size) T4-2R

**STANDARD SYMBOLS,  
ABBREVIATIONS  
AND PATTERNS**

STANDARD 000001-06  
(Sheet 6 of 8)

Illinois Department of Transportation

PASSED JANUARY 1, 2011

ISSUED 1-1-97

ENGINEER OF PROJECT AND PROCEDURES

APPROVED JANUARY 1, 2011

ENGINEER OF DESIGN AND ENVIRONMENT

**SIGNING ITEMS**  
(contd.)

One Way Arrow Lrg. W1-6-10)  
(Half Size)

Two Way Arrow Large W1-7-10)  
(Half Size)

Defour M4-10L-10)  
(Half Size)

Defour M4-10R-10)  
(Half Size)

One Way Left R6-1L  
(Half Size)

One Way Right R6-1R  
(Half Size)

Left Turn Lane R3-1100L  
(Half Size)

Keep Left R4-7AL  
(Half Size)

Keep Left R4-7BL  
(Half Size)

Keep Right R4-7AR  
(Half Size)

Keep Right R4-7BR  
(Half Size)

Stop Here On Red R10-6-AL  
(Half Size)

Stop Here On Red R10-6-AR  
(Half Size)

No Left Turn R3-2  
(Half Size)

No Right Turn R3-1  
(Half Size)

Road Closed R11-2  
(Half Size)

Road Closed Thru Traffic R11-2  
(Half Size)

EX

PR



**STRUCTURES ITEMS**

Box Culvert Barrel

Box Culvert Headwall

Bridge Pier

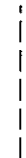
Bridge

Retaining Wall

Temporary Sheet Piling

EX

PR



**TRAFFIC SHEET ITEMS**

Cable Number

Left Turn Green

Left Turn Yellow

Signal Backplate

Signal Section 8" (200 mm)

Signal Section 12" (300 mm)

Walk/Don't Walk Letters

Walk/Don't Walk Symbols

**TRAFFIC SIGNAL ITEMS**

Conv. Steel Conduit

Underground Cable

Detector Loop Line

Detector Loop Large

Detector Loop Small

Detector Loop Quadrante

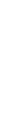
EX

PR



EX

PR



**STANDARD SYMBOLS,  
ABBREVIATIONS  
AND PATTERNS**  
(Sheet 7 of 8)

STANDARD 001001-06

Illinois Department of Transportation  
 PASSED January 1, 2011  
 ENGINEER OF TRAFFIC AND PROCEDURES  
 APPROVED January 1, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

TRAFFIC SIGNAL ITEMS (cont'd.)	EX	PR	UNDERGROUND UTILITY ITEMS	EX	PR	ABANDONED	UTILITY ITEMS (cont'd.)	EX	PR
Detector Raceway			Cable TV				Traffic Signal		
Aluminum Mast Arm			Electric Cable				Traffic Signal Control Box		
Steel Mast Arm			Fiber Optic				Water Meter		
Veh. Detector Magnetic			Gas Pipe				Water Meter Valve Box		
Conduit Splice			Oil Pipe				Profile Line		
Controller			Sanitary Sewer				Aerial Power Line		
Curbbox Junction			Telephone Cable						
Wood Pole			Water Pipe						
Temp. Signal Head									
Handhole									
Double Handhole									
Heavy Duty Handhole									
Junction Box									
Ped. Pushbutton Detector									
Ped. Signal Head									
Power Pole Service									
Priority Veh. Detector									
Signal Head									
Signal Head w/Backplate									
Signal Post									
Closed Circuit TV									
Video Detector System									

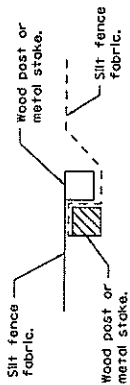
UTILITIES ITEMS	EX	PR	ABANDONED
Controller			
Double Handhole			
Fire Hydrant			
Guywire or Deadman Anchor			
Handhole			
Heavy Duty Handhole			
Junction Box			
Light Pole			
Manhole			
Pipeline Warning Sign			
Power Pole			
Power Pole with Light			
Sanitary Sewer Cleanout			
Splice Box Above Ground			
Telephone Splice Box Above Ground			
Telephone Pole			

VEGETATION ITEMS	EX	PR
Deciduous Tree		
Bush or Shrub		
Evergreen Tree		
Stump		
Orchard/Nursery Line		
Vegetation Line		
Woods & Bush Line		

WATER FEATURE ITEMS	EX	PR
Stream or Drainage Ditch		
Waters Edge		
Water Surface Indicator		
Water Point		
Disappearing Ditch		
Marsh		
Marsh/Swamp Boundary		

**STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS**  
(Sheet B of 8)  
STANDARD 000001-06

Illinois Department of Transportation  
PASSED JANUARY 1, 2011  
ISSUED 1-1-97  
ENGINEER OF TRAFFIC AND PROCEDURES  
APPROVED JANUARY 1, 2011  
ENGINEER OF INSPECTOR AND ENVIRONMENT



**STEP 1**  
Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

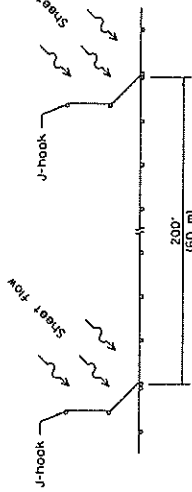
**STEP 2**



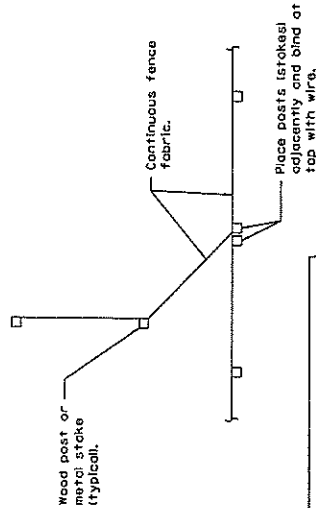
Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.

**STEP 2**

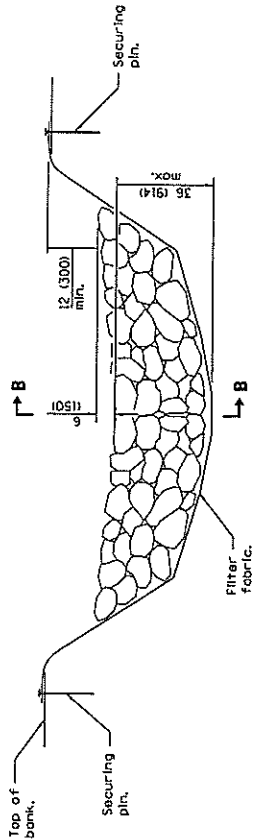
**ATTACHING TWO SILT FILTER FENCES**  
(Not applicable for J-hooks)



**SILT FILTER J-HOOK PLACEMENT**

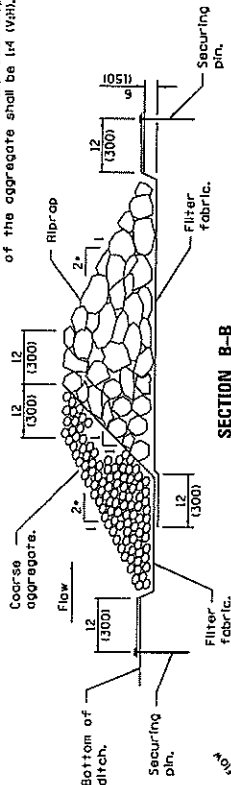


Illinois Department of Transportation	ISSUED	1-1-97
PASSED	January 1, 2013	
APPROVED	January 1, 2013	
ENGINEER OF DESIGN AND ENVIRONMENT		



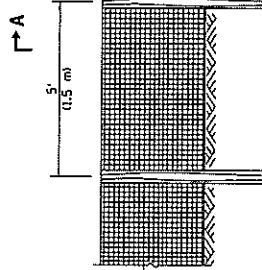
**ELEVATION**

\* When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (1:1h).



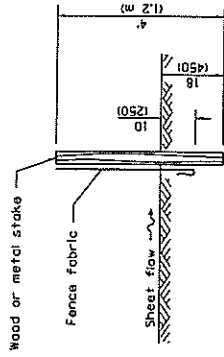
**SECTION B-B**

**AGGREGATE DITCH CHECK**

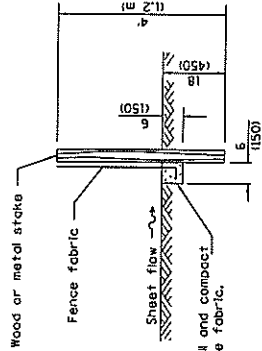


**ELEVATION**

**SILT FILTER FENCE AS A PERIMETER EROSION BARRIER**



**SLICE METHOD**



**TRENCH METHOD**

**SECTION A-A**

**GENERAL NOTES**

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

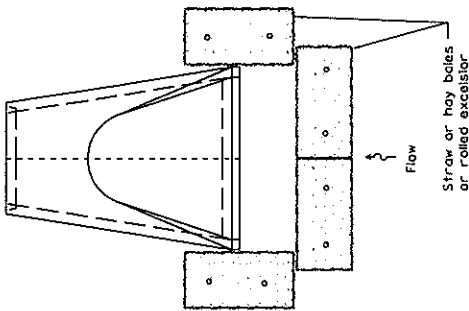
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-13	Corrected notation for Flowing (E) on SEDIMENT BASIN ELEVATION.
1-1-12	Omitted hay/straw per/linear barrier - added SLICE METHOD TO SECTION A-A.

**TEMPORARY EROSION CONTROL SYSTEMS**

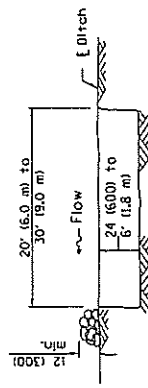
(Sheet 1 of 2)

STANDARD 280001-07



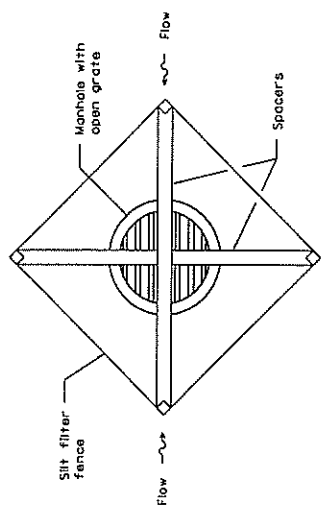
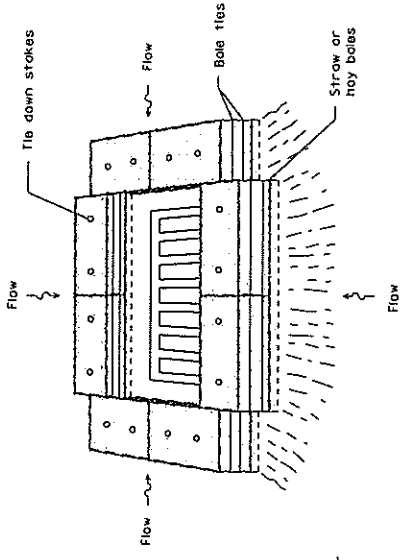
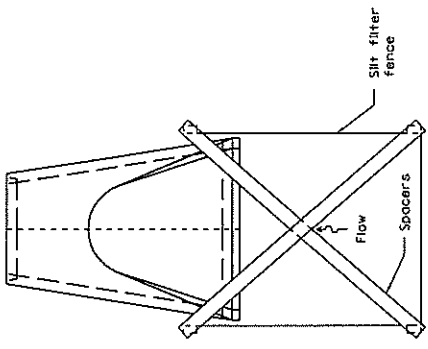
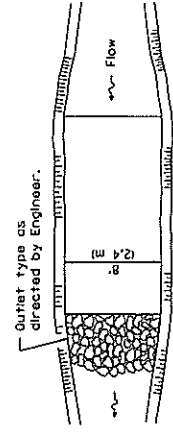
The performance of the basin will improve if put into a series.

**ELEVATION**

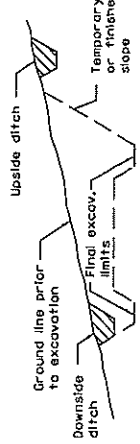


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basin become 75% filled.

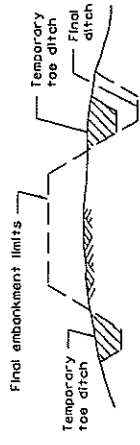
**PLAN**



**INLET AND PIPE PROTECTION**



**TYPICAL CUT CROSS-SECTION**



**TYPICAL FILL CROSS-SECTION**

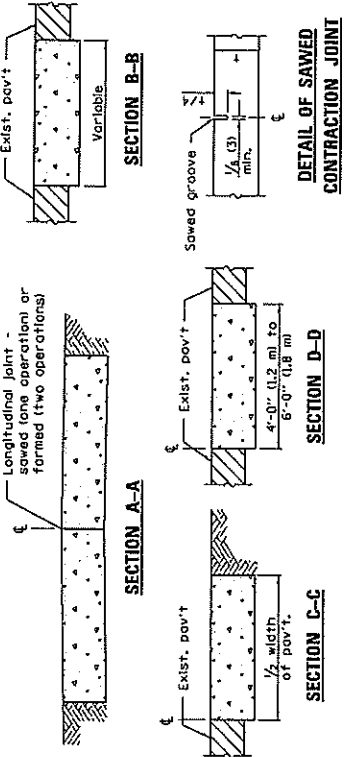
**TEMPORARY DITCHES FOR CUT & FILL SECTIONS**

**SEDIMENT BASIN**

	PASSED January 1, 2013 ENGINEER OF POLICY AND PROCEDURES APPROVED [Signature] 2013 ENGINEER OF DESIGN AND ENVIRONMENT
	ISSUED 1-1-97

**TEMPORARY EROSION CONTROL SYSTEMS**  
 STANDARD 280001-07  
 (Sheet 2 of 2)

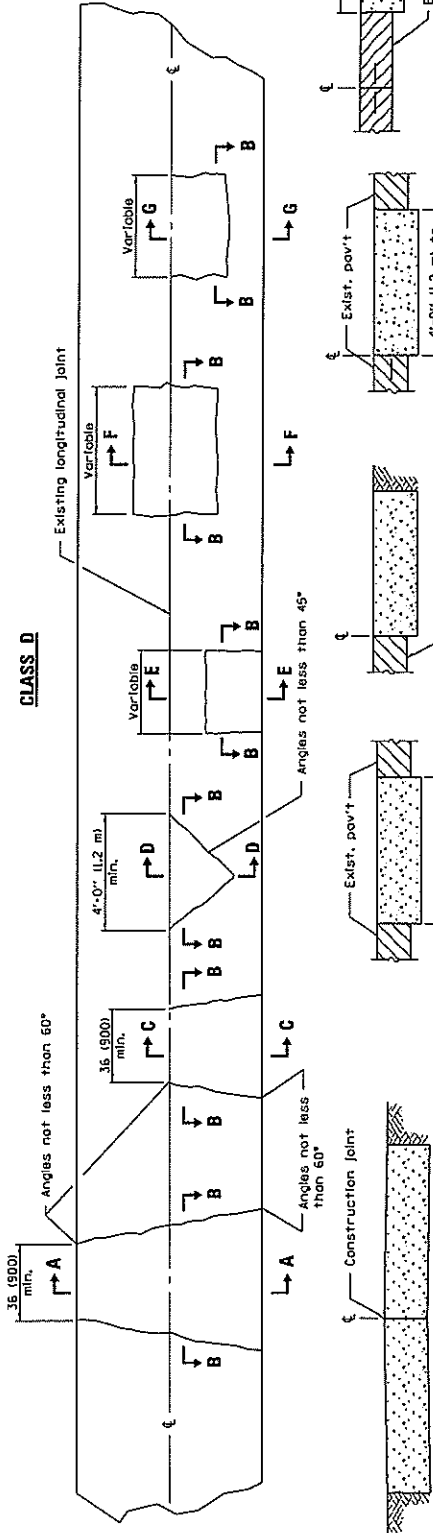
**CLASS C**



**DETAIL OF SAWED CONTRACTION JOINT**

**Notes:**  
 Longitudinal joints shall be as detailed on Standard 420001, except tile bars are not required for patches 20'-0" (6.0 m) or less in length.

**CLASS D**



**SECTION A-A**  
 (Built in two operations)

**SECTION B-B**

**SECTION C-C**

**SECTION D-D**

**SECTION E-E**

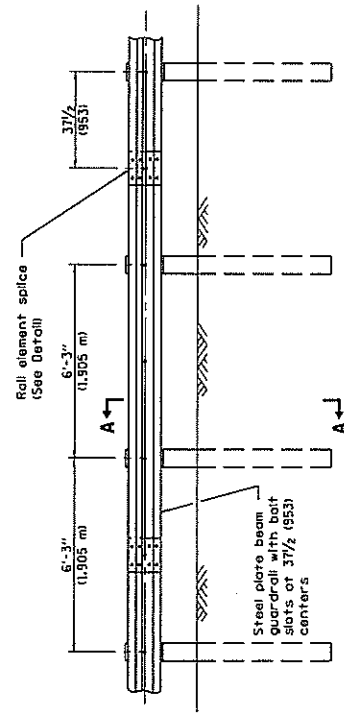
**GENERAL NOTES**  
 Existing tile bars shall be either cut or removed. Marginal bars shall be cut.  
 All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation PASSED ENGINEER OF PROJECT AND PROCEDURES APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	JANUARY 1, 2008 SPARTAN	ISSUED 1-1-97
	JANUARY 1, 2008 SPARTAN	
	JANUARY 1, 2008 SPARTAN	
	JANUARY 1, 2008 SPARTAN	

DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

**CLASS C and D PATCHES**

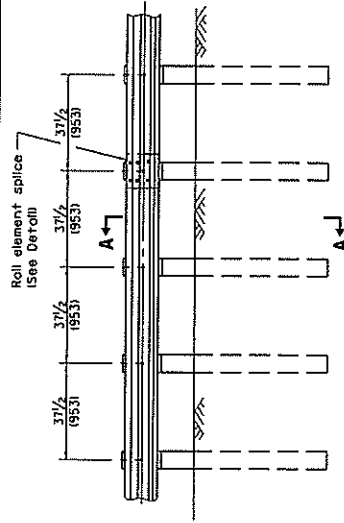
STANDARD 442201-03



**ELEVATION**

**TYPE A**

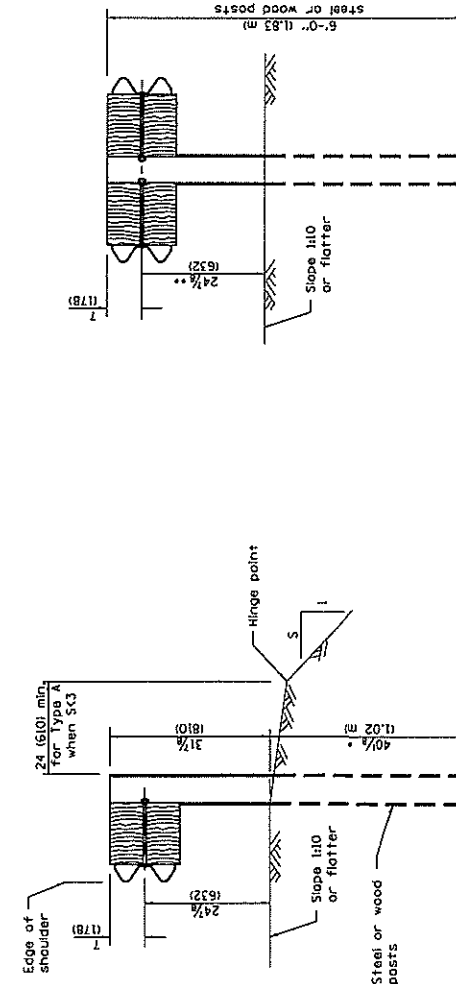
6'-3" (1.905 m) Typical post spacing



**ELEVATION**

**TYPE B**

37 1/2 (953) Closed post spacing

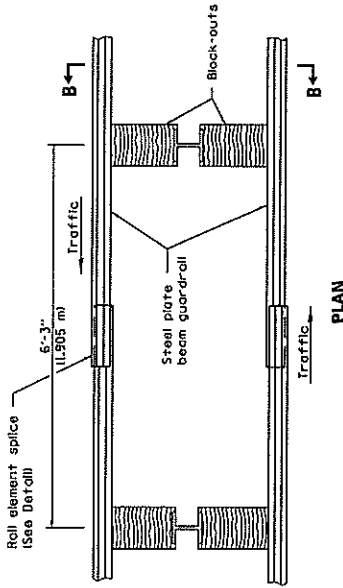


**SECTION A-A**

• When "S" is less than 3 and the distance from the back of post is less than 24 (610), the post shall be steel and the embedment shall be 76 1/2 (193) m and the minimum top of roll height shall be 31 (787).

**SECTION B-B**

\*\* When connecting Type D guardrail to an impact attenuator, adjust this dimension to match over a distance of 25'-0" (7.62 m) from point of connection if necessary.



**PLAN**

**TYPE D**

Double steel plate beam guardrail  
6'-3" (1.905 m) typical post spacing

**GENERAL NOTES**

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

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

DATE	REVISIONS
1-1-17	Added detail for leave-out.
	Rev. 10' to less than 6 (150) for guardrail behind curb.
1-1-12	Added req. for 9 ft. posts to be steel. Modified set back of 9' roll behind curb.

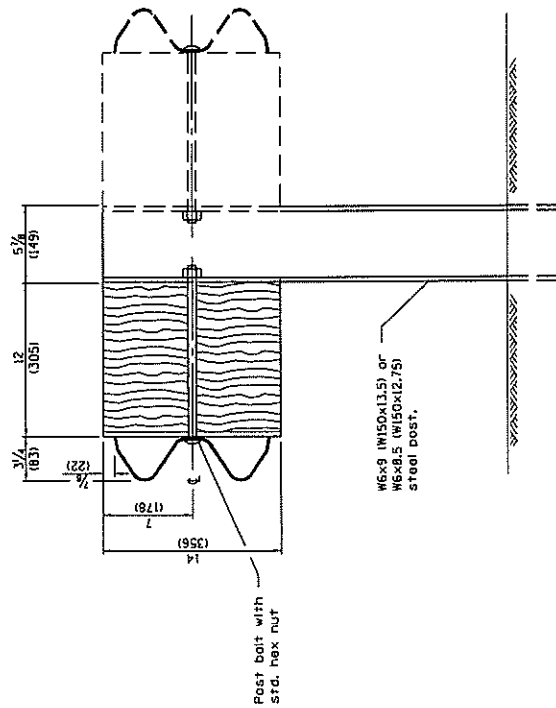
**STEEL PLATE BEAM  
GUARDRAIL**

(Sheet 1 of 4)

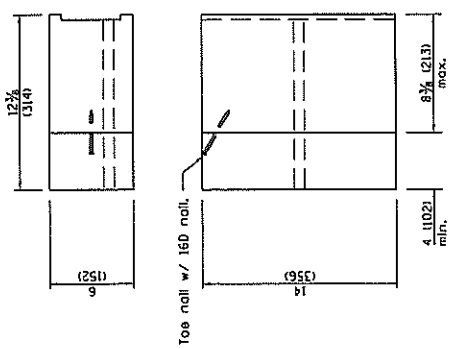
STANDARD 630001-11

Illinois Department of Transportation  
 PASSED January 1, 2017  
 ENGINEER OF TRAFFIC AND PROCEDURES  
 APPROVED [Signature] January 1, 2017  
 ENGINEER-IN-CHARGE HIGHWAY AND ENVIRONMENT

ISSUED 031555 1-1-97

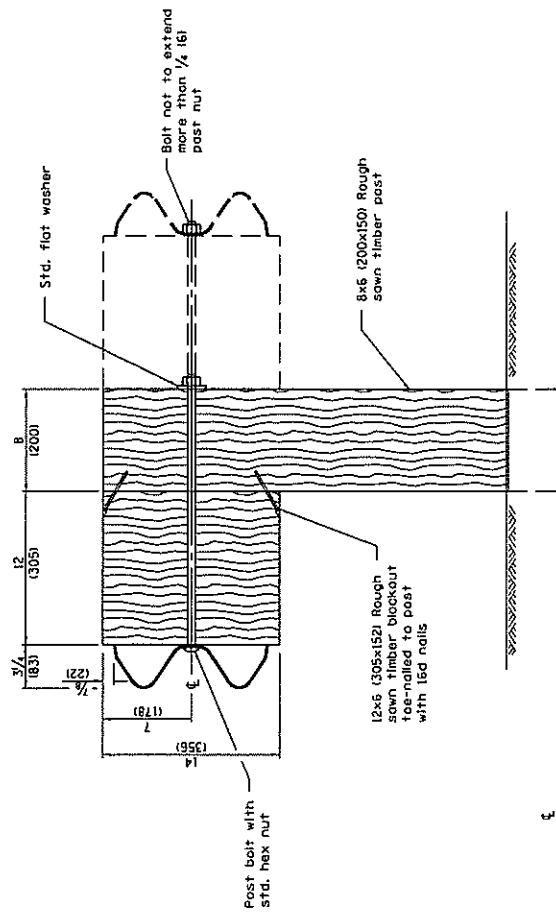


**STEEL POST CONSTRUCTION**

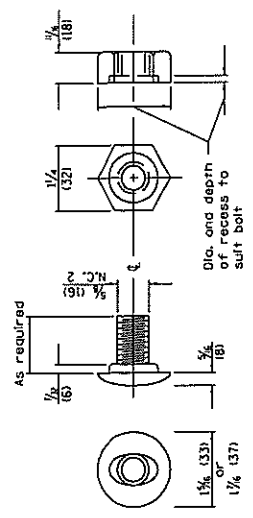


**TWO-PIECE WOOD BLOCKOUT OPTION**

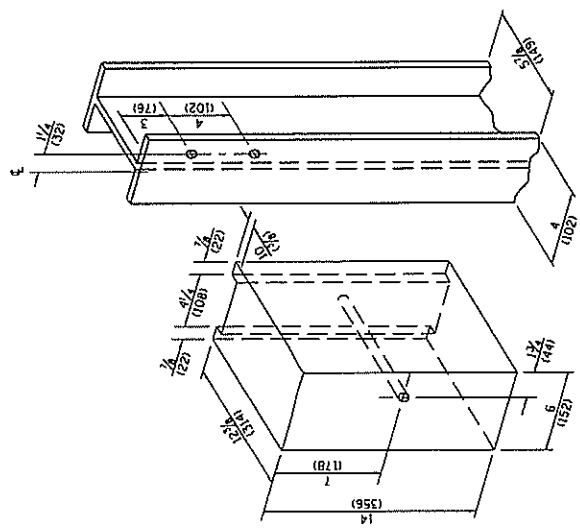
Illinois Department of Transportation  
 PASSED \_\_\_\_\_ 2017  
 ENGINEER OF SAFETY AND PROCEDURES  
 APPROVED \_\_\_\_\_ 2017  
 ENGINEER OF DESIGN AND ENVIRONMENT



**WOOD POST CONSTRUCTION**



**POST OR SPLICE BOLT & NUT**

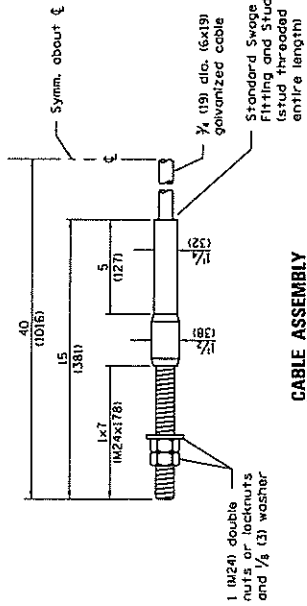


**WOOD BLOCK-OUT AND STEEL POST DETAILS**

Note:  
 All holes 3/4 (20) dia.

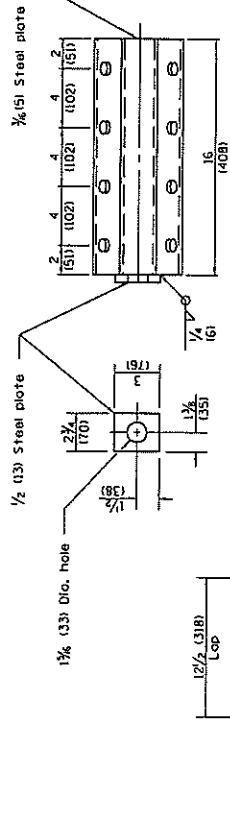
**STEEL PLATE BEAM GUARDRAIL**  
 (Sheet 2 of 4)  
 STANDARD 630001-11





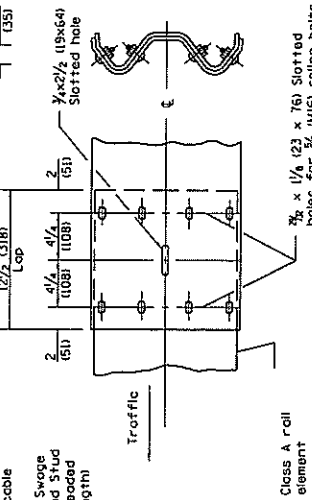
**CABLE ASSEMBLY**

142,800 lbs. (150 kN) min. breaking strength  
Tighten to four tension.



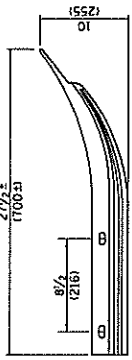
NOTE  
Anchor plate T shall be used to attach cable assembly to guardrail when required on traffic barrier terminals.

**ANCHOR PLATE T DETAILS**

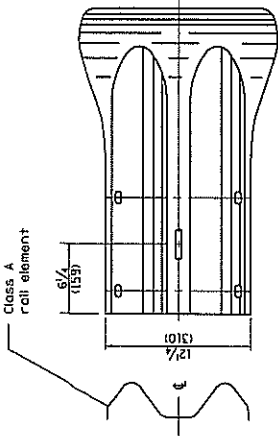


**RAIL ELEMENT SPLICE**

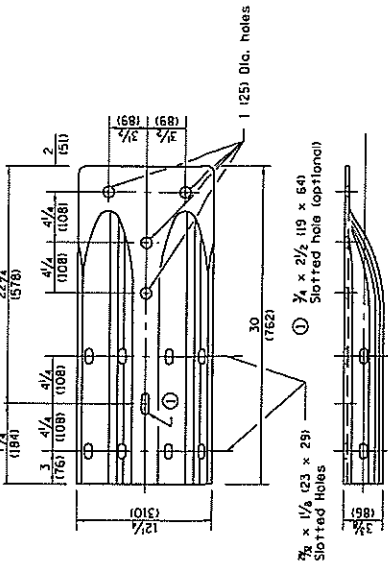
NOTE  
3/8 x 3 (23 x 76) Slots for splice bolts with std. galy. washer placed under locknut



Class A rail element



**END SECTION**

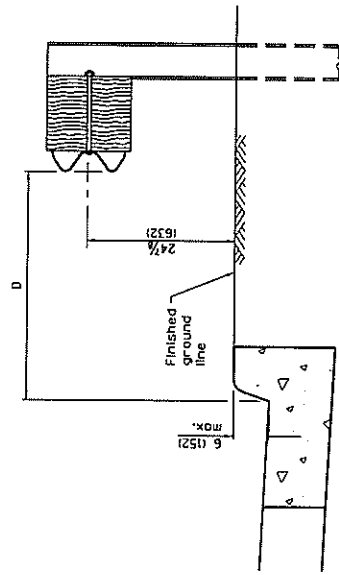


**ALTERNATE END SHOE**

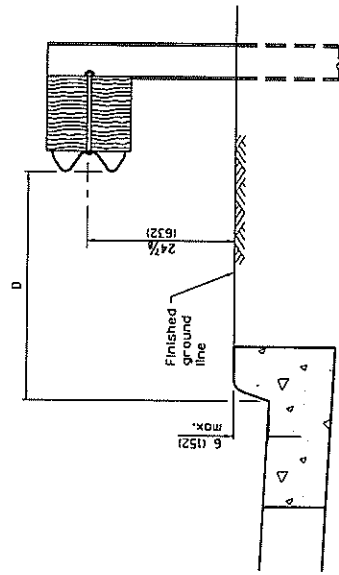
NOTE  
When end shoe is attached to a bridge pier which has an expansion joint, the bolts shall be provided with a locknut or double nut and shall be tightened only to a point that will allow guardrail movement.  
The standard end shoe shall be attached to the concrete with pre-drilled or self-drilling anchor bolts. The anchor cone shall be set flush with the surface of the concrete.  
Externally threaded studs protruding from the surface of the concrete will not be permitted.

**END SHOE**

	PASSED January 1, 2017 Approved by: [Signature] ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-97
	APPROVED January 1, 2017 Approved by: [Signature] ENGINEER OF DESIGN AND ENVIRONMENT	
	STANDARD 630801-11	(Sheet 3 of 4)
	STEEL PLATE BEAM GUARDRAIL	



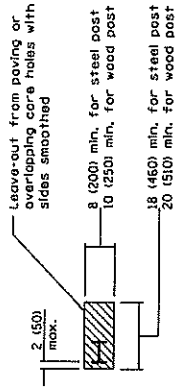
$0 \leq D < 6$  (150 m)



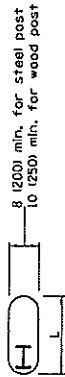
$4'-0''$  (1.2 m)  $\leq D < 12'-0''$  (3.7 m)

**GUARDRAIL PLACED BEHIND CURB**

Note: 'D' shall not exceed 6 (152) for design speeds greater than 45 mph.

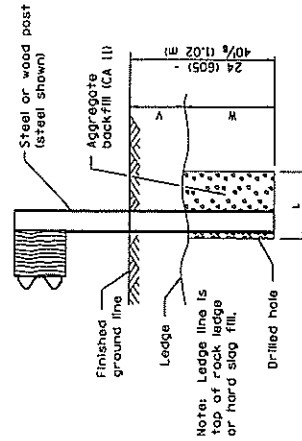


PLAN



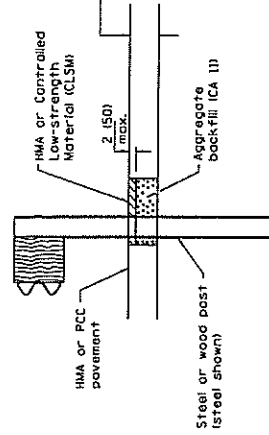
PLAN

V	W	L	
		Steel Post	Wood Post
0 - 6	24 (610)	21 (530)	23 (580)
> 6 - 18	18 (458)	14 1/2 (368)	15 1/2 (419)
> 18 - 31	12 (305)	8 (203)	10 (250)
> 31 - 40 1/4	12 - 0	8 (203)	10 (250)
> 40 1/4 - 787	12 - 0	8 (203)	10 (250)



ELEVATION

**FOOTING FOR POST WHEN IMPERVIOUS MATERIAL IS ENCOUNTERED**



ELEVATION

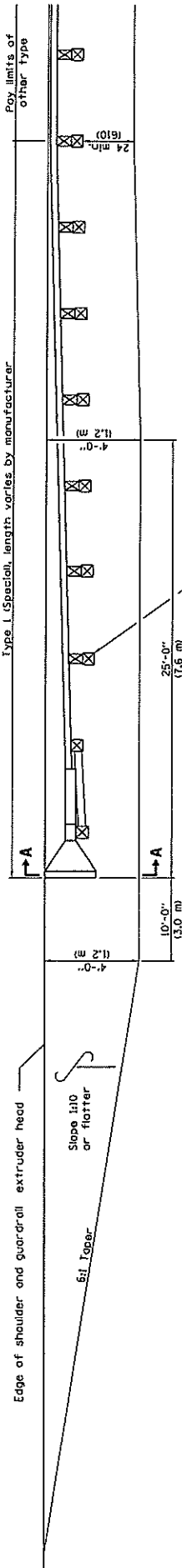
**LEAVE-OUT FOR POST WHEN PAVED MATERIAL IS ENCOUNTERED**

Illinois Department of Transportation  
 PASSED January 1, 2017  
 ENGINEER OF POLICY AND PROCEDURES  
 APPROVED [Signature] January 1, 2017  
 ENGINEER OF DESIGN AND ENVIRONMENT

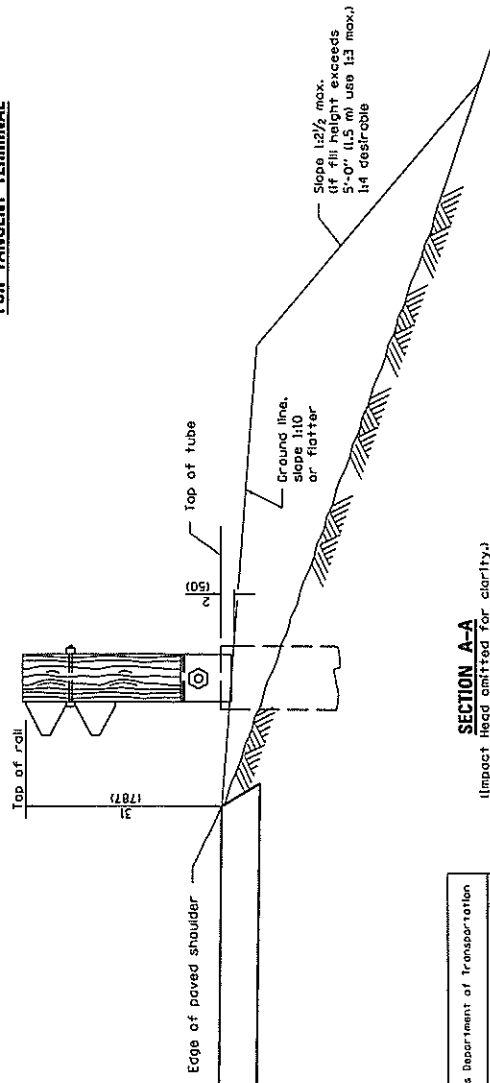




Edge of pavement



**SHOULDER WIDENING TRANSITION  
FOR TANGENT TERMINAL**



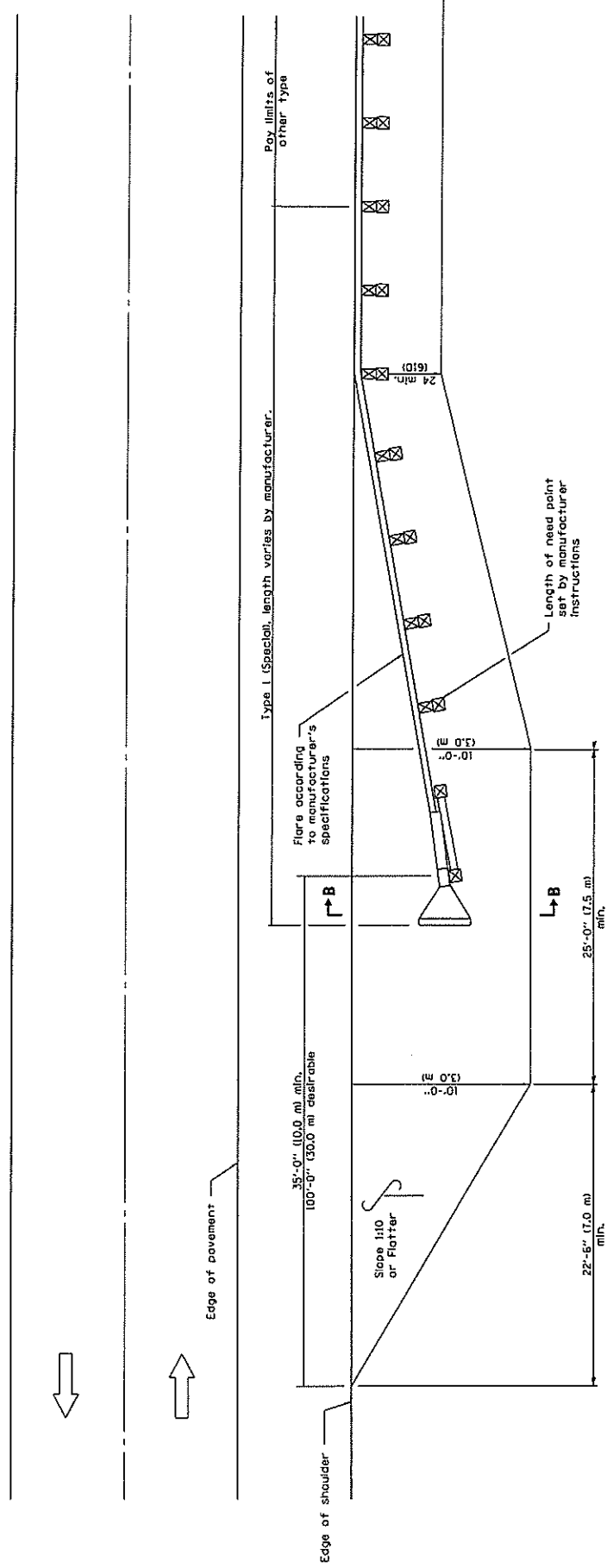
**SECTION A-A**  
(Impact head omitted for clarity.)

**GENERAL NOTES**  
50:1 Taper required so the guardrail head will not encroach on the shoulder.  
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).  
All dimensions are in inches (millimeters) unless otherwise shown.

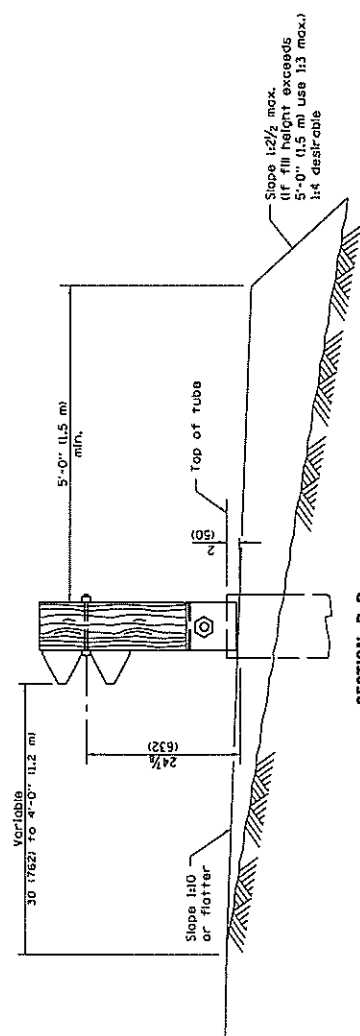
SHOULDER WIDENING FOR TYPE 1 (SPECIAL) GUARDRAIL TERMINALS (Sheet 1 of 2)	
DATE	REVISIONS
1-1-17	Changed length of Type I
	(Special) to vary by
	manufacturer.
1-1-13	Modified dimensioning of
	terminal.

STANDARD 630301-07

Illinois Department of Transportation  
 PASSED January 11, 2017  
 ENGINEER OF PUBLIC AND PRIVATE WORKS  
 APPROVED January 11, 2017  
 ENGINEER OF DESIGN AND ESTIMATION



**SHOULDER WIDENING TRANSITION FOR FLARED TERMINAL**



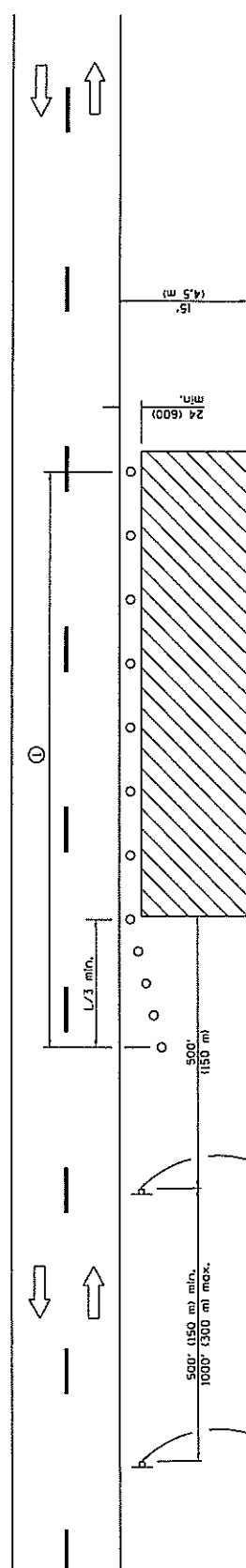
**SECTION B-B**  
(Impact: None limited for clarity.)

**SHOULDER WIDENING FOR TYPE 1 (SPECIAL) GUARDRAIL TERMINALS**  
(Sheet 2 of 2)

STANDARD 630301-07

Illinois Department of Transportation  
 PASSED January 1, 2017  
 ENGINEER OF POLICY AND PROCEDURES  
 APPROVED January 1, 2017  
 ESTABLISHED DESIGN AND ENVIRONMENT

ISSUED 1-1-00



For contract construction projects  
 W20-1103101-48

For maintenance and utility projects  
 W20-1101-48

**GENERAL NOTES**

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24 (600) from the edge of pavement.

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

**TYPICAL APPLICATIONS**

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Bellevue installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

**SYMBOLS**

- Work area
- Sign
- Cone, drum or barricade

Calculate L as follows:

SPEED LIMIT	FORMULAS
40 mph (70 km/h) or less:	English (Metric) $L = WS/2$ $L = WS/2$ $L = 150$ $L = 150$
45 mph (80 km/h) or greater:	$L = (WIS)$ $L = 0.65(WIS)$
	W = Width of offset in feet (meters).
	S = Normal posted speed in mph (km/h).

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

DATE	REVISIONS
1-1-14	Revised worker's sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

**OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE**

STANDARD 701006-05

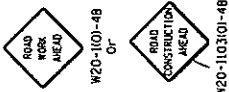
Illinois Department of Transportation  
 APPROVED: [Signature] January 1, 2014  
 ENGINEER OF SAFETY ENGINEERING  
 APPROVED: [Signature] January 1, 2014  
 ENGINEER OF DESIGN AND ENVIRONMENTAL

ISSUED 1-1-97

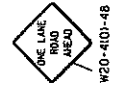




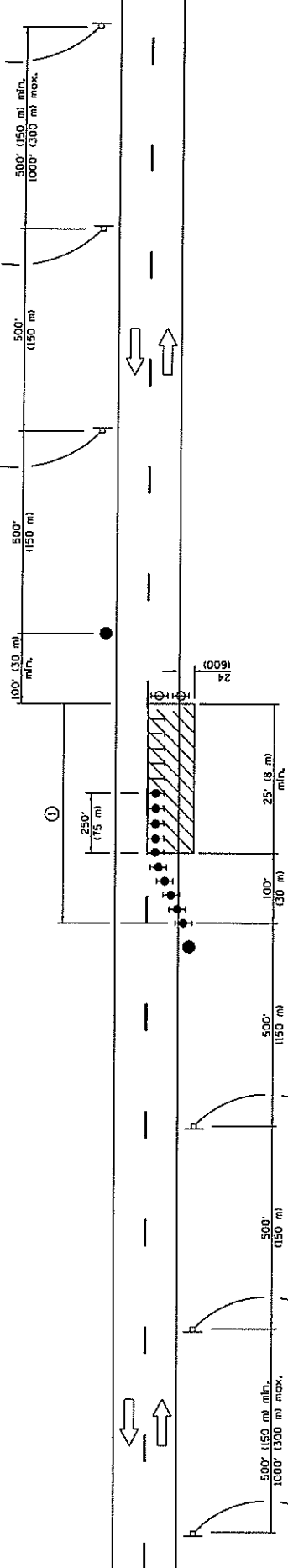




Or



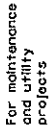
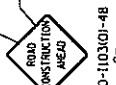
① Barricades at 50' (15 m) centers for the first 250' (75 m) and at no greater than 100' (30 m) centers through the remainder of the work area.



500' (150 m) min.  
1000' (300 m) max.

For contract construction projects

For maintenance and utility projects



**SYMBOLS**

- Work area
- Sign
- Flagger with traffic control sign
- Barricade or drum
- Barricade or drum with flashing light
- Barricade or drum with steady burning light

**TYPICAL APPLICATIONS**

- Isolated patch
- Installation of drainage structure
- Utility operations

**GENERAL NOTES**

This Standard is used where at any time, any vehicle, equipment, workers or their activities will be engaged between the center line and a line 24 (1500) feet from the edge of pavement for nighttime operation.

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

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English Imperial.
	Corrected sign No.'s.

**LANE CLOSURE, 2L, 2W, NIGHT ONLY, FOR SPEEDS ≥ 45 MPH**

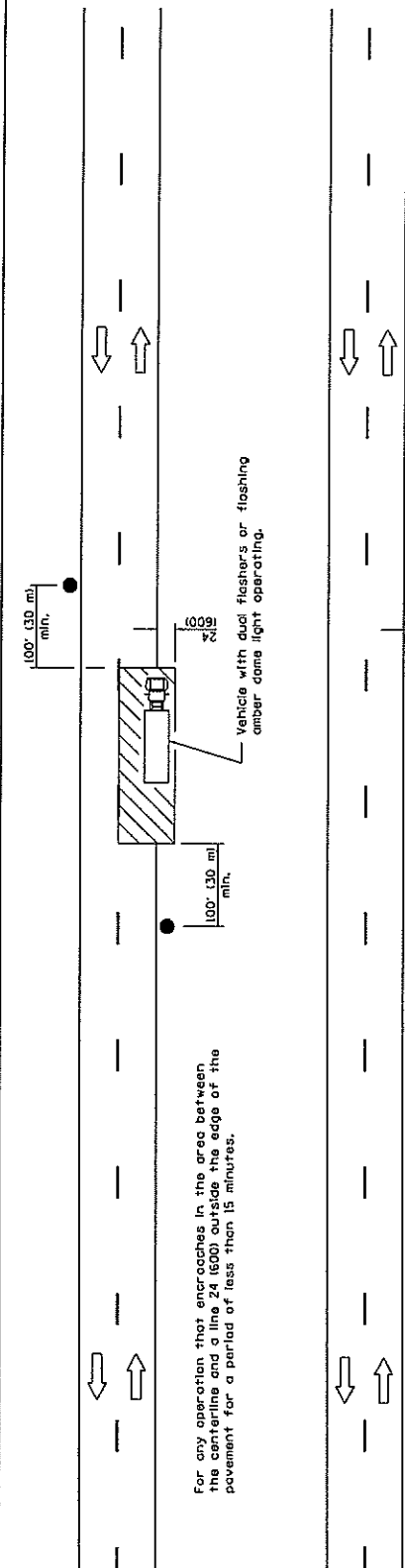
STANDARD 701206-03

Illinois Department of Transportation

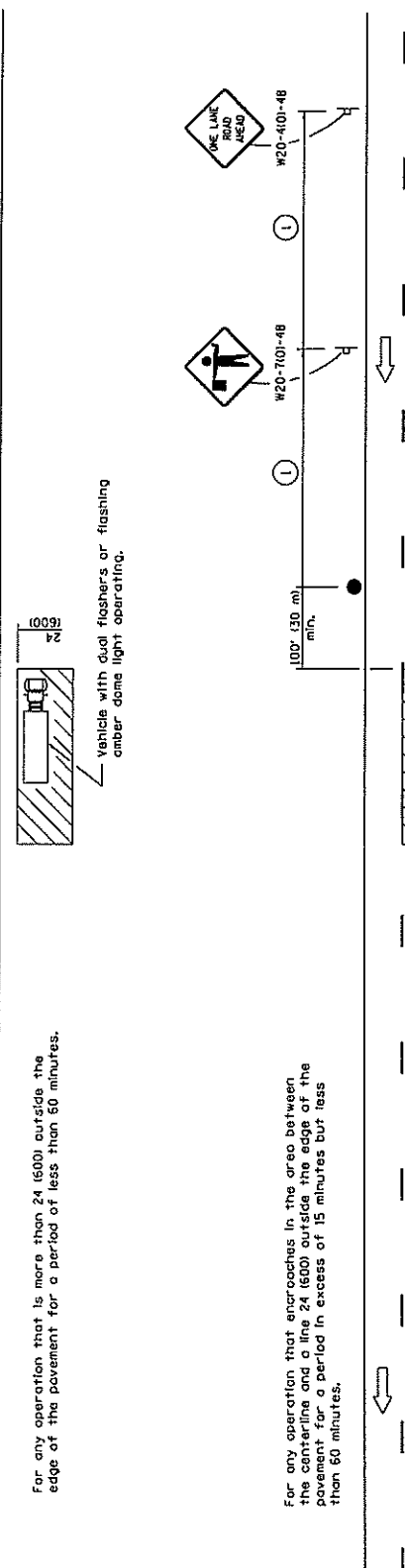
APPROVED *[Signature]* 2011  
ENGINEER OF SAFETY ENGINEERING

APPROVED *[Signature]* 2011  
ENGINEER OF DESIGN AND ENVIRONMENT

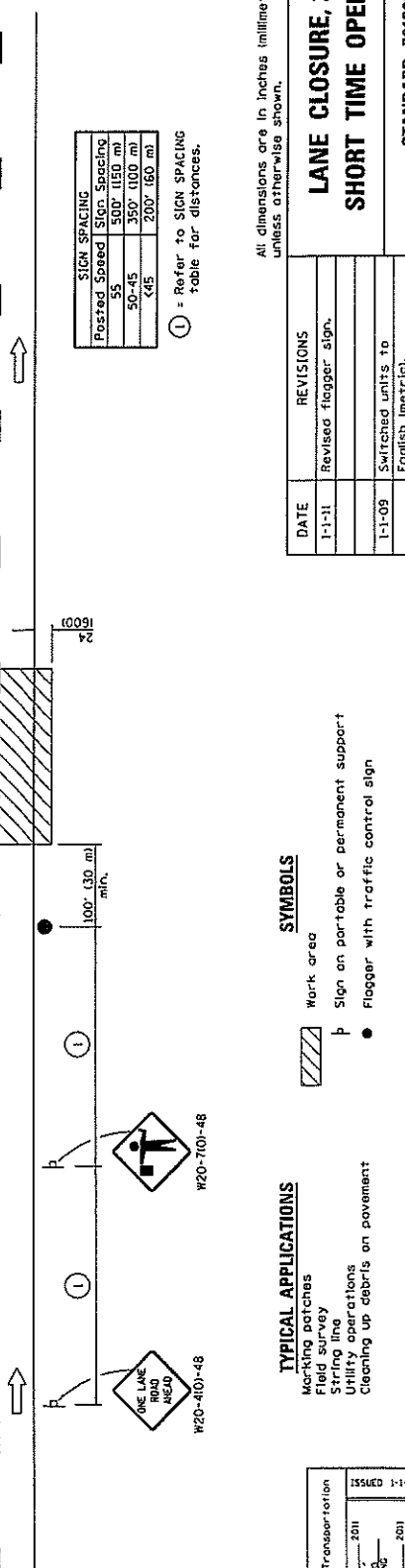
ISSUED 1-1-97



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period of less than 15 minutes.



For any operation that is more than 24 (600) outside the edge of the pavement for a period of less than 60 minutes.



For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period in excess of 15 minutes but less than 60 minutes.

Posted Speed	SIGN SPACING
55	500' (150 m)
50-45	350' (100 m)
45	200' (60 m)

① = Refer to SIGN SPACING table for distances.

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

- TYPICAL APPLICATIONS**
- Marking patches
  - Field survey
  - String line
  - Utility operations
  - Cleaning up debris on pavement
- SYMBOLS**
- Work area
  - Sign on portable or permanent support
  - Flagger with traffic control sign

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English metric.

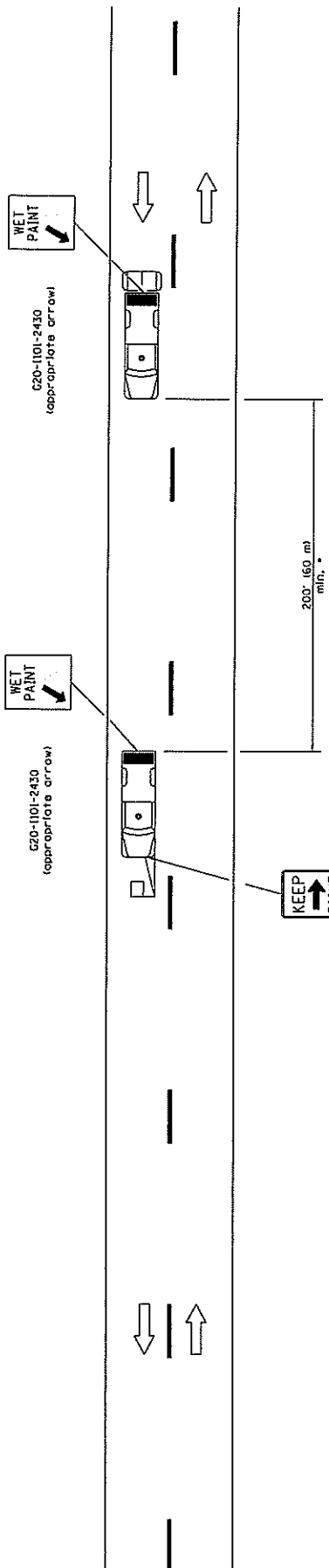
**LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS**

STANDARD 701301-04

Illinois Department of Transportation  
 APPROVED January 2011  
 ENGINEER OF SAFETY ENGINEERING  
 APPROVED January 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97





• Distance varies depending on terrain and susceptibility of pavement marking or crack sealant to wheel tracking.

**TYPICAL APPLICATIONS**

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring

**SYMBOLS**

- Arrow board hazard (made only)
- Truck with headlights, emergency flashers and flashing amber light, visible from all directions
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

**GENERAL NOTES**

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426, unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric), omitted Pass with Care sign.
1-1-00	Elim. speed restrictions in Standard title.

**LANE CLOSURE 2L, 2W MOVING OPERATIONS—DAY ONLY**

STANDARD 701311-03

Utah Department of Transportation

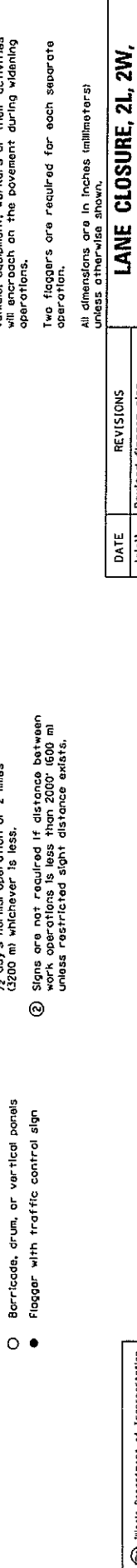
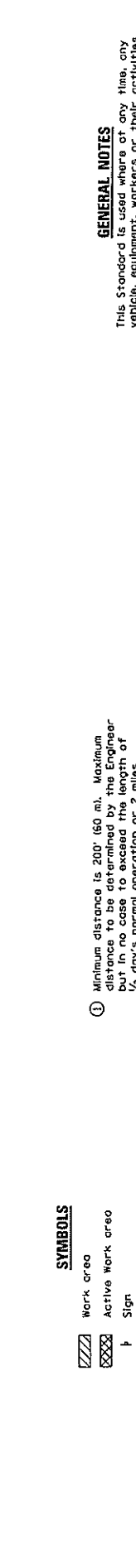
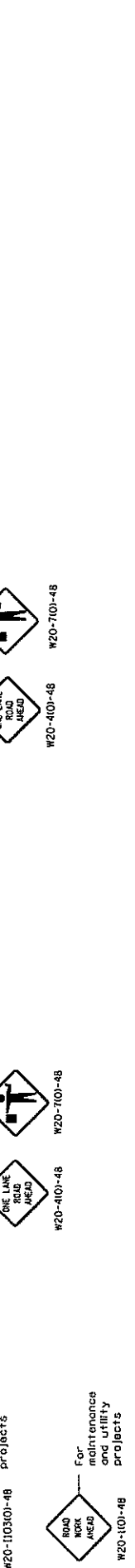
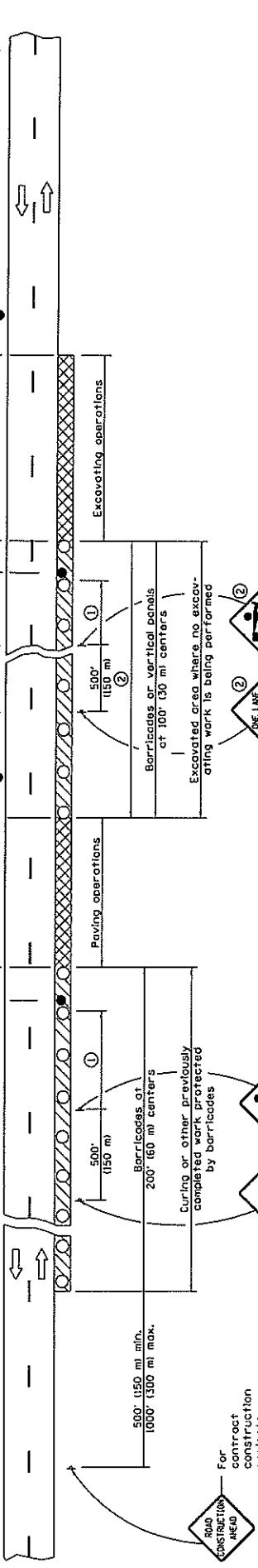
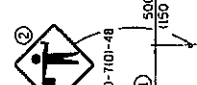
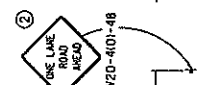
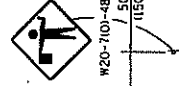
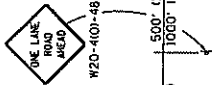
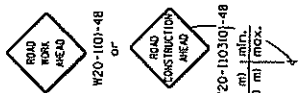
APPROVED \_\_\_\_\_ 2009

ENGINEER OF OPERATIONS

APPROVED \_\_\_\_\_ 2009

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



**SYMBOLS**

- Work area
- Active Work area
- Sign
- Barricade, drum, or vertical panels
- Flagger with traffic control sign

- ① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but in no case to exceed the length of 1/2 day's normal operation or 2 miles (3200 m) whichever is less.
- ② Signs are not required if distance between work operations is less than 2000' (600 m) unless restricted sight distance exists.

**GENERAL NOTES**

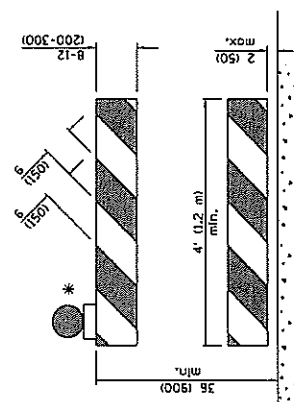
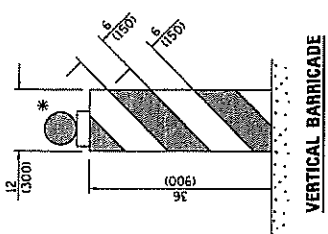
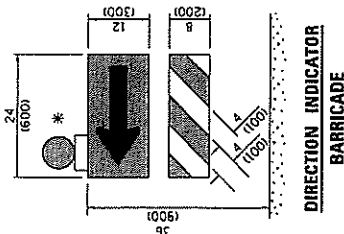
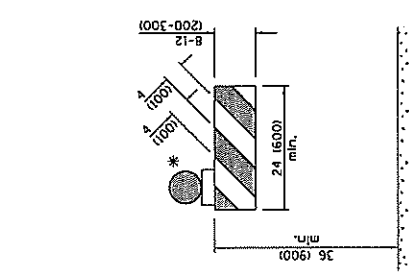
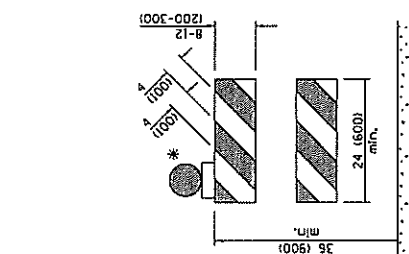
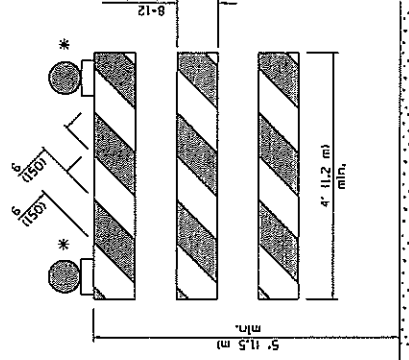
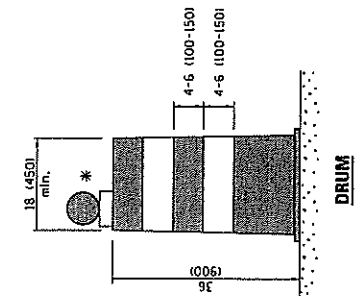
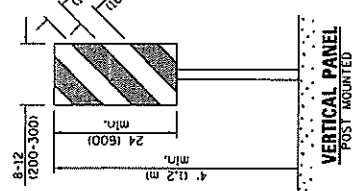
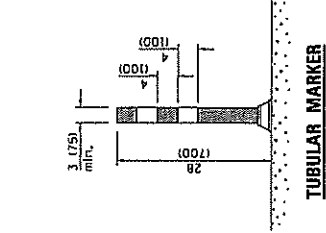
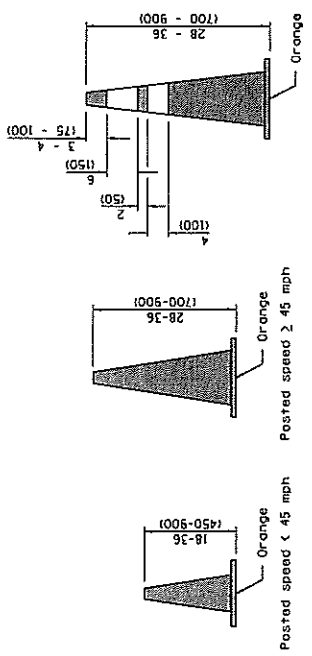
This Standard is used where at any time, any vehicle, equipment, workers or their activities will encroach on the pavement during widening operations.  
Two flaggers are required for each separate operation.

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

LANE CLOSURE, 2L, 2W, PAVEMENT WIDENING, FOR SPEEDS ≥ 45 MPH	
DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

Illinois Department of Transportation  
 APPROVED [Signature] JANUARY 1, 2011  
 ENGINEER OF SAFETY ENGINEERING  
 APPROVED [Signature] JANUARY 1, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



\* Warning lights if required

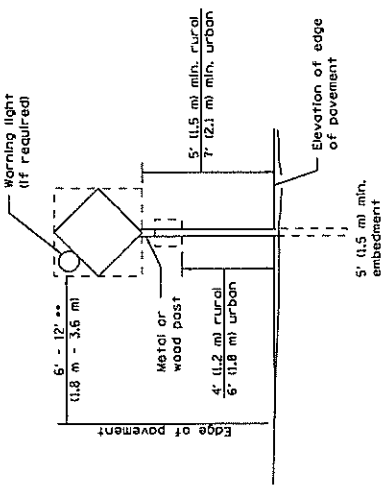
**GENERAL NOTES**  
All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-17	Changed FLEXIBLE DELINEATOR TO TUBULAR MARKER
4-1-16	Add dim's to barricades. Rev note for post mtg. signs.
	Rev. cone dts. Add W12-1103.

**TRAFFIC CONTROL DEVICES**  
STANDARD 701901-06  
(Sheet 1 of 3)

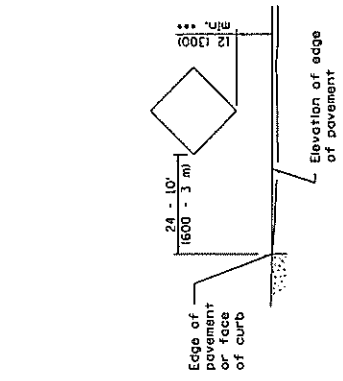
Illinois Department of Transportation  
APPROVED: [Signature] 2017  
ENGINEER OF OPERATIONS  
APPROVED: [Signature] 2017  
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



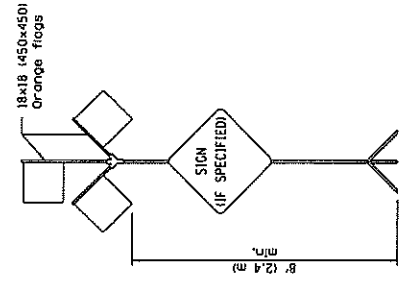
**POST MOUNTED SIGNS**

.. When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

... When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



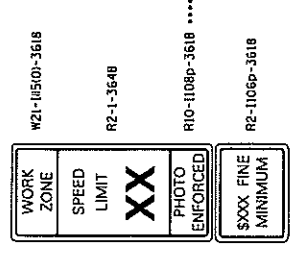
**HIGH LEVEL WARNING DEVICE**

**ROAD CONSTRUCTION NEXT X MILES**  
G20-1104(01)-6036

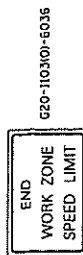
**END CONSTRUCTION**  
G20-1105(01)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.  
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.  
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).  
Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



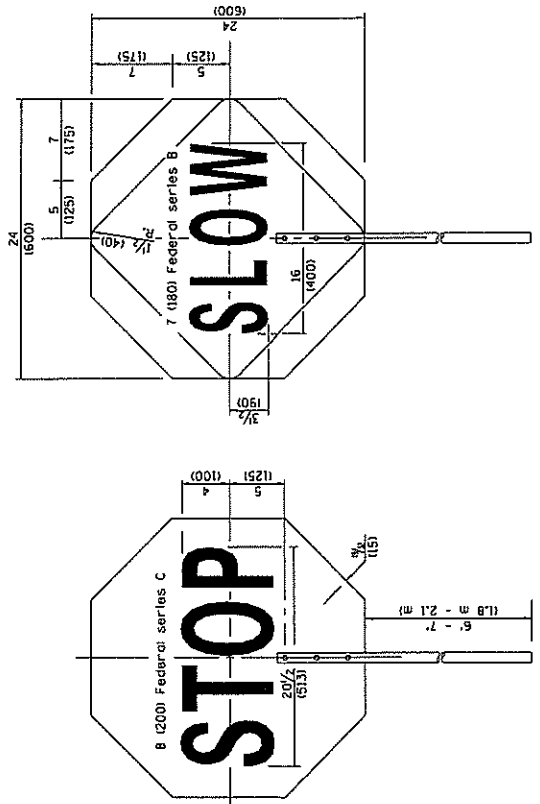
Sign assembly as shown on Standards or as allowed by DISTRICT OPERATIONS.



This sign shall be used when the above sign assembly is used.

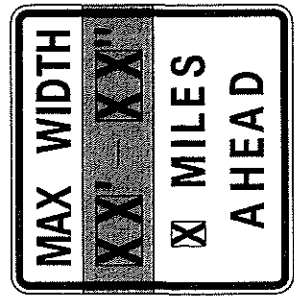
**HIGHWAY CONSTRUCTION SPEED ZONE SIGNS**

.... R10-1108p shall only be used along roadways under the jurisdiction of the State.



REVERSE SIDE

FRONT SIDE



**WIDTH RESTRICTION SIGN**  
XX-xx" width and X miles are variable.

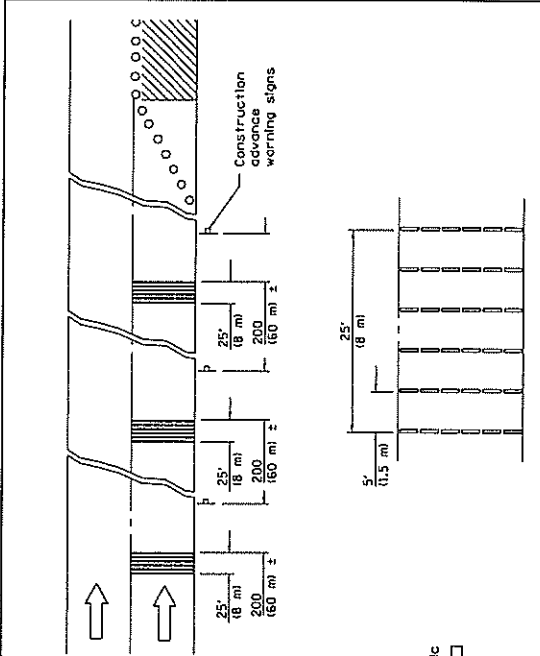
Illinois Department of Transportation  
 APPROVED: [Signature] JUNE 21, 2011  
 ENGINEER OF OPERATIONS  
 APPROVED: [Signature] JUNE 21, 2011  
 ENGINEER OF DESIGN AND ENVIRONMENT  
 ISSUED 1-1-97

**TRAFFIC CONTROL DEVICES**

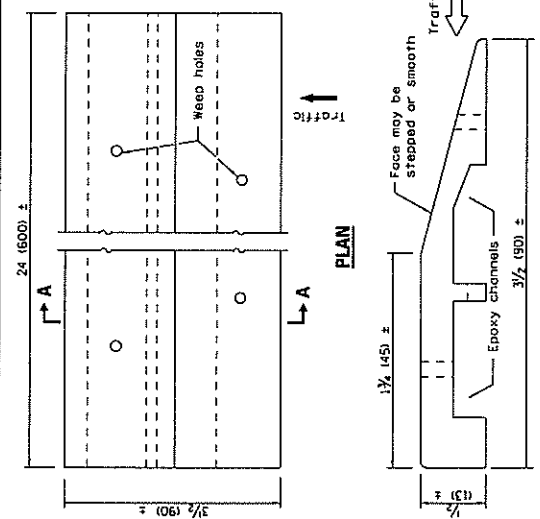
(Sheet 2 of 3)

STANDARD 701901-06

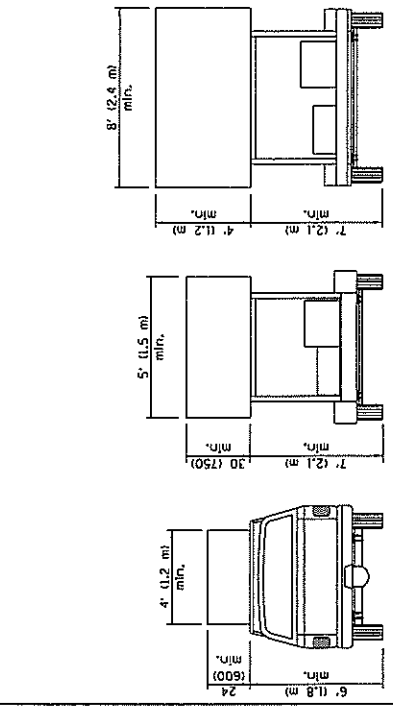
**FLAGGER TRAFFIC CONTROL SIGN**



TYPICAL INSTALLATION



SECTION A-A



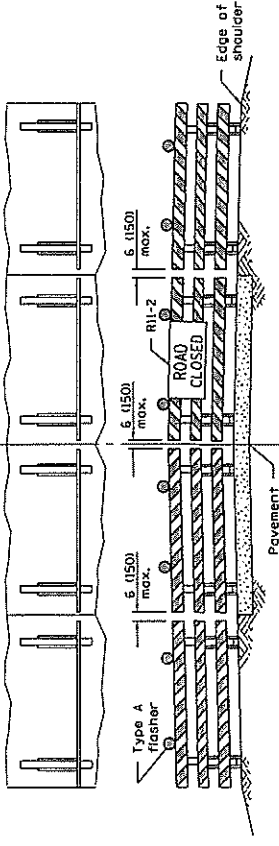
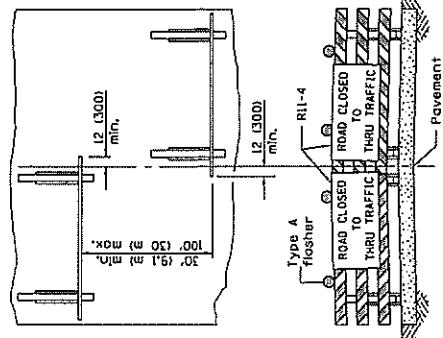
TYPE C  
TRAILER  
MOUNTED

TYPE B  
ROOF OR TRAILER  
MOUNTED

TYPE A  
ROOF  
MOUNTED

ARROW BOARDS

TEMPORARY RUMBLE STRIPS



Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

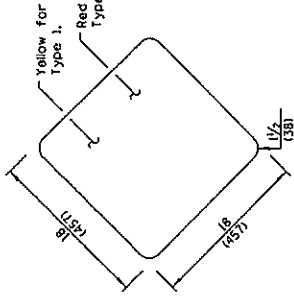
TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

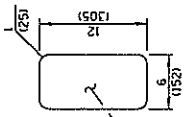
Illinois Department of Transportation  
APPROVED: [Signature] JANUARY 1, 2017  
ENGINEER OF OPERATIONS  
APPROVED: [Signature] JANUARY 1, 2017  
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



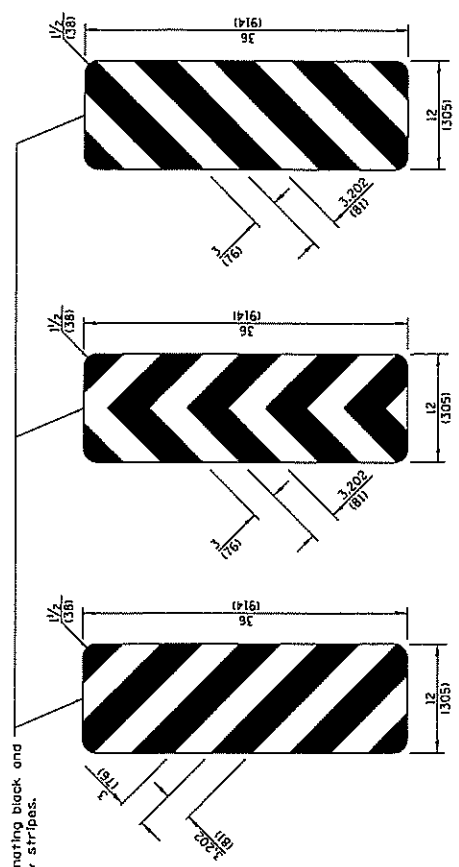


**TYPE 2**

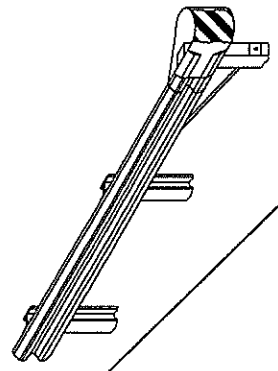


**TYPE 1 OR TYPE 4**

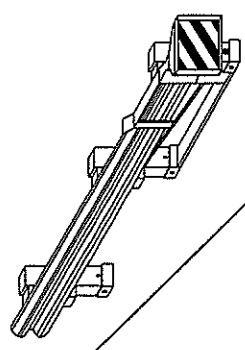
Alternating black and yellow stripes.



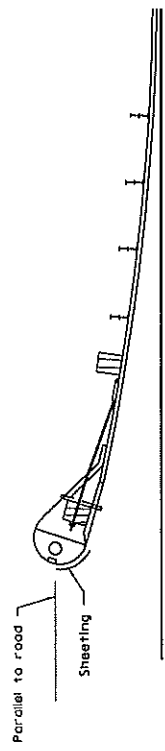
**TYPE 3**  
**OBJECT MARKER DETAILS**



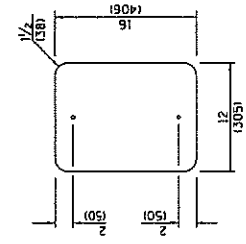
**CASE II**



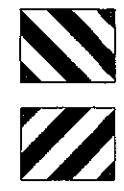
**CASE I**



**SHEETING POSITION: CASE II**

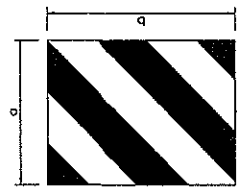


**POST MOUNTED**



DIMENSION	CASE I	CASE II
a	18 (450)	16 (406)
b	12 (305)	12 (305)

**DIRECT APPLIED**



Alternating black and yellow stripes.

**TERMINAL MARKER DETAILS**

Color: Black & Yellow reflectorized  
 \* The width and height (a, b) of the terminal marker shall be within approximately 1 (25) of the outer edge of the terminal end.

**GENERAL NOTES**

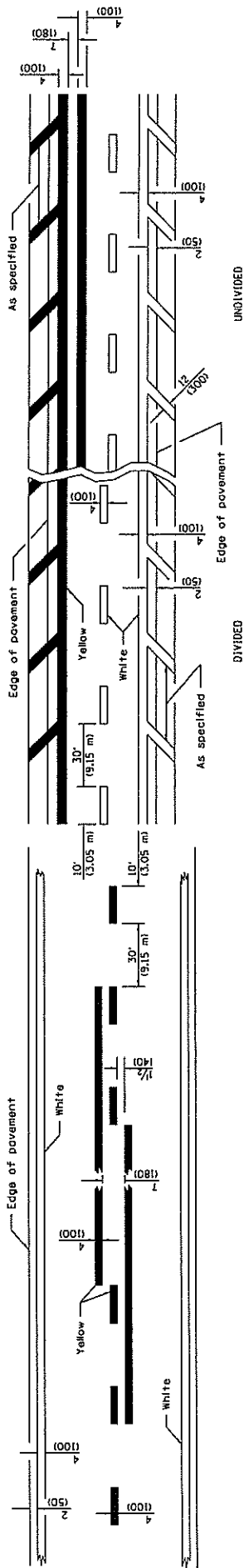
See detail on Standard 725001 for mounting markers to posts.  
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-17	Omitted minimum reflective area requirement for terminal marker.
4-1-16	Renumbered standard from 635006.

**OBJECT AND TERMINAL MARKERS**

STANDARD 725001-01

Minnesota Department of Transportation ENGINEER OF OPERATIONS ENGINEER OF DESIGN AND ENVIRONMENT	APPROVED	JANUARY 1, 2017	ISSUED 1-1-2016
	APPROVED	JANUARY 1, 2017	
	APPROVED	JANUARY 1, 2017	
	APPROVED	JANUARY 1, 2017	

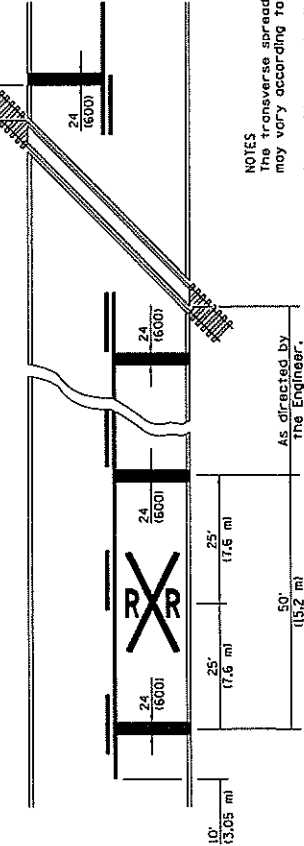


**2 LANE**

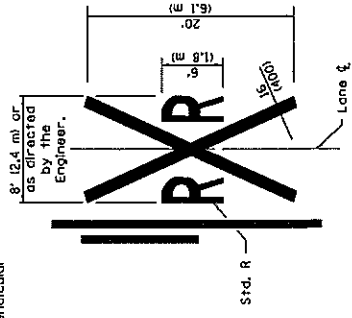
**MULTI LANE**

**LANE AND EDGE LINES**

Approximately 15' (4.5 m) from nearest rail or 8' (2.4 m) back from gate, if present. Stop line placed perpendicular to center line.



**NOTES**  
 The transverse spread of the "x" may vary according to lane width.  
 On multi-lane roads, the stop lines shall extend across all approach areas, and separate RR symbols shall be placed adjacent to each other in each lane.  
 When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.



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

**PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING**

**TYPICAL PAVEMENT MARKINGS**

DATE	REVISIONS
1-1-15	Added symbols. Revised bike symbol. Revised note for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'.

(Sheet 1 of 3)

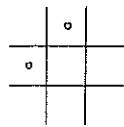
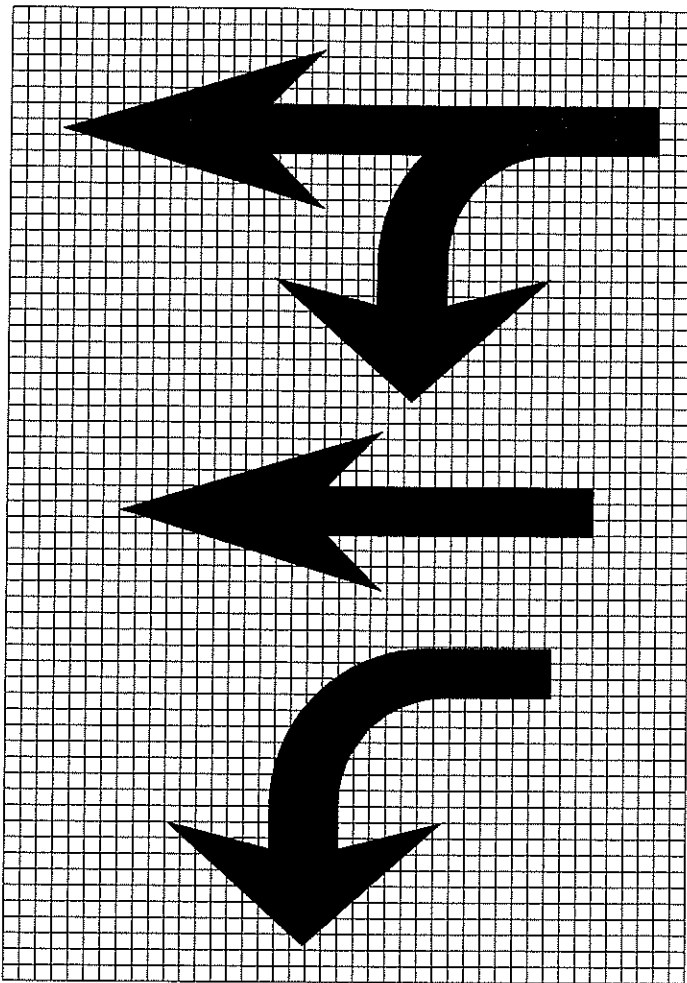
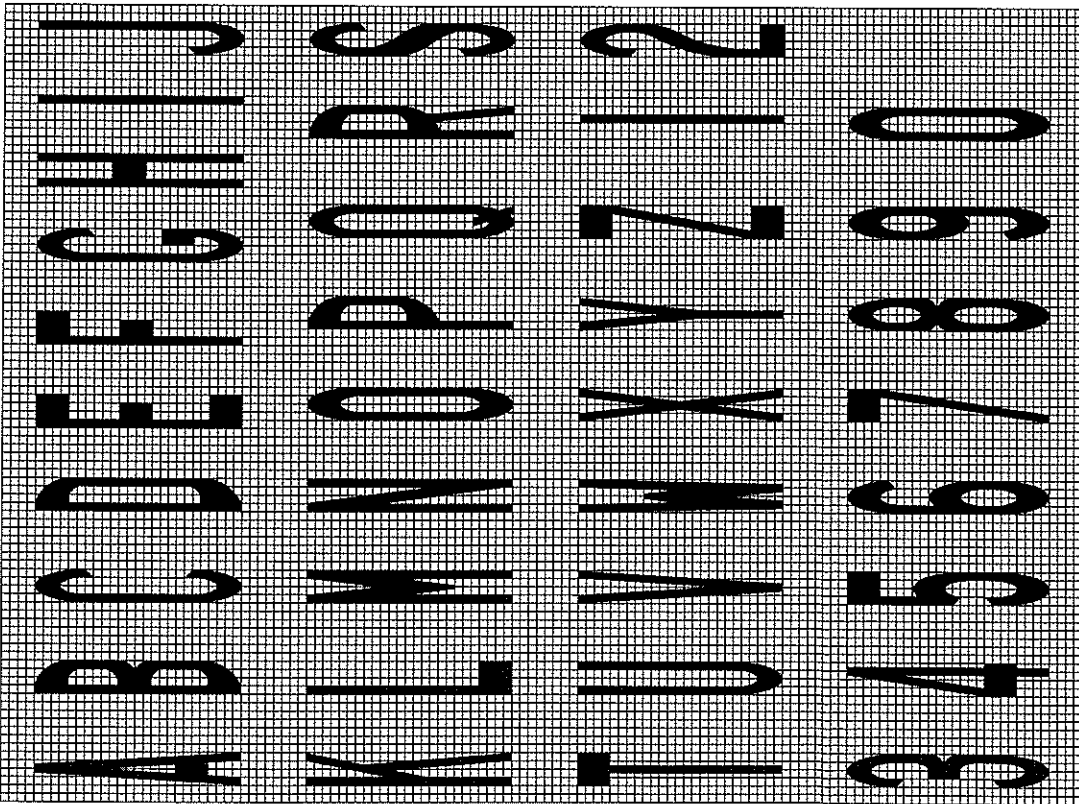
STANDARD 780001-05

Illinois Department of Transportation

APPROVED: *[Signature]* JANUARY 1, 2015  
 ENGINEER OF OPERATIONS

ISSUED 1-1-97

APPROVED: *[Signature]* JANUARY 1, 2015  
 ENGINEER OF DESIGN AND ESTIMATION



Legend Height	Arrow Size	o
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (98)

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

**LETTER AND ARROW GRID SCALE**

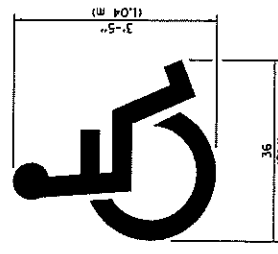
Illinois Department of Transportation  
 APPROVED January 1, 2015  
 ENGINEER OF OPERATIONS  
 APPROVED January 1, 2015  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

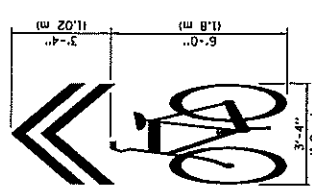
**TYPICAL PAVEMENT MARKINGS**

(Sheet 2 of 3)

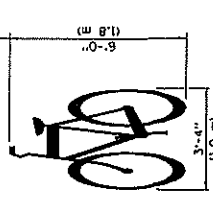
STANDARD 780001-05



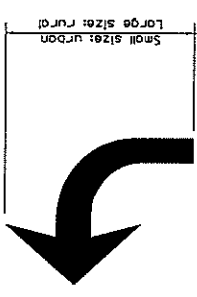
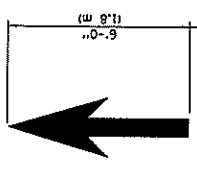
**INTERNATIONAL SYMBOL OF ACCESSIBILITY**



**SHARED LANE SYMBOL**



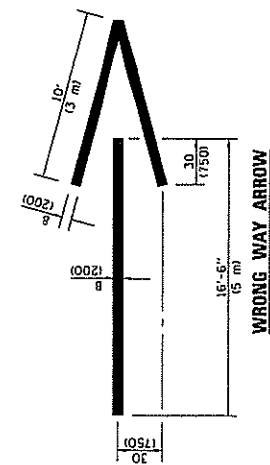
**BIKE SYMBOL**  
(Arrow is optional.)



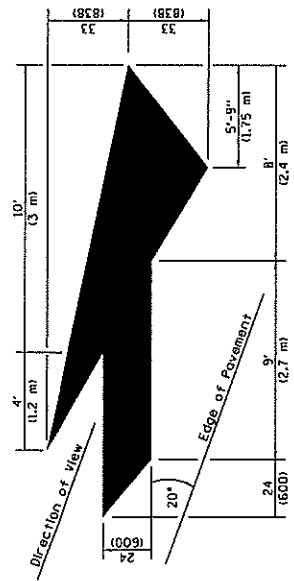
20' (6 m): urban  
50' (15 m): rural  
(Between arrow and word or between words)

**ONLY**

**WORD AND ARROW LAYOUT**



**WRONG WAY ARROW**



**LANE-REDUCTION ARROW**

Right lane-reduction arrow shown. Use mirror image for left lane.

Illinois Department of Transportation

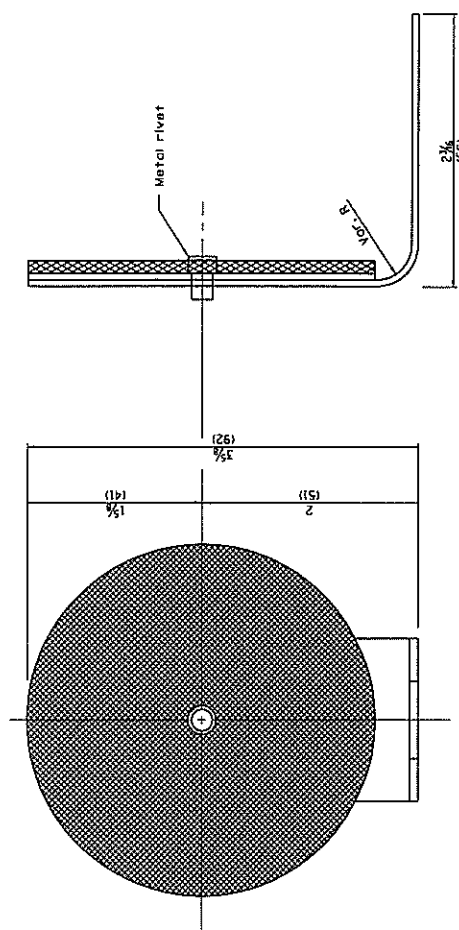
APPROVED: [Signature] JANUARY 1, 2015  
ENGINEER OF OPERATIONS

APPROVED: [Signature] JANUARY 1, 2015  
ENGINEER OF DESIGN AND ENVIRONMENT

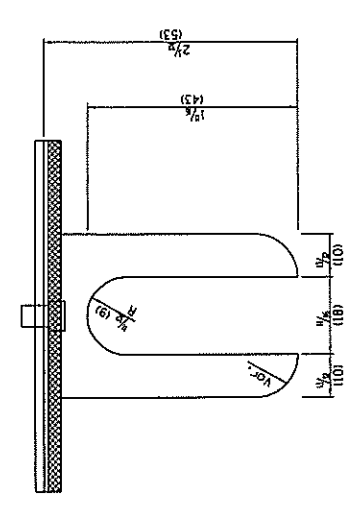
ISSUED: 1-1-97

**TYPICAL PAVEMENT MARKINGS**

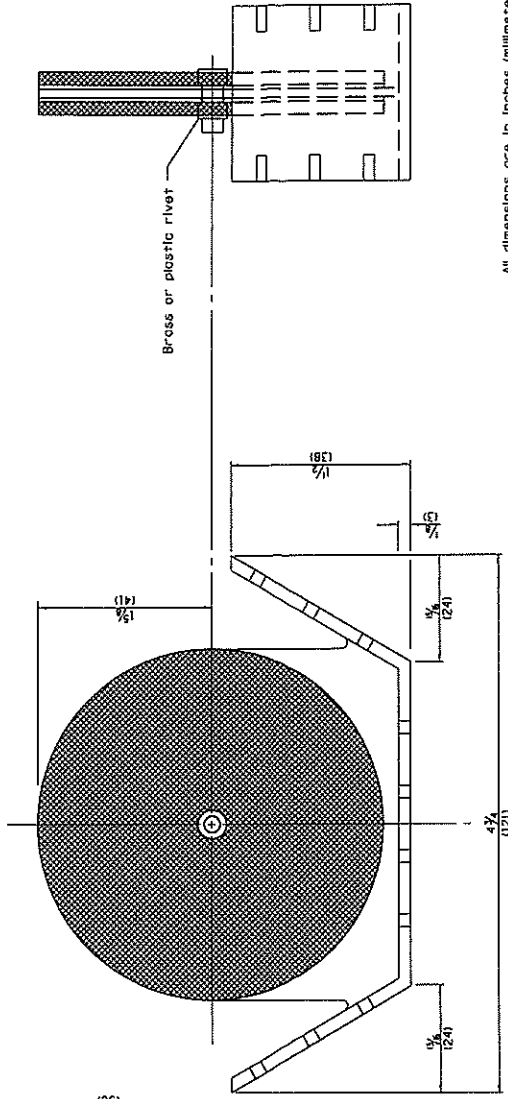
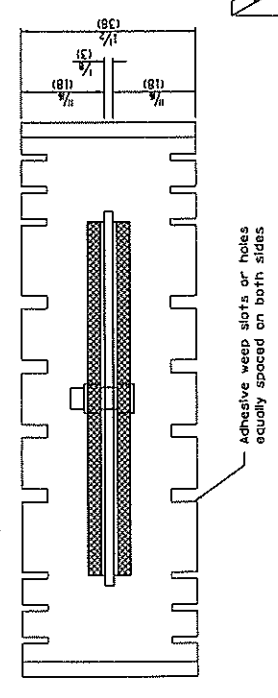
STANDARD 780001-05  
(Sheet 3 of 3)



**REFLECTOR TYPE A**  
(monodirectional shown)



**REFLECTOR TYPE B**  
(bidirectional shown)



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

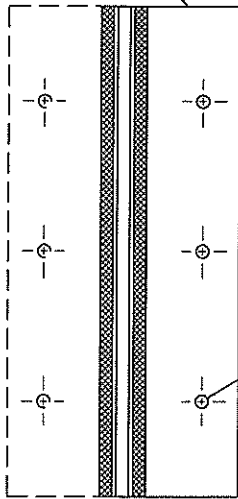
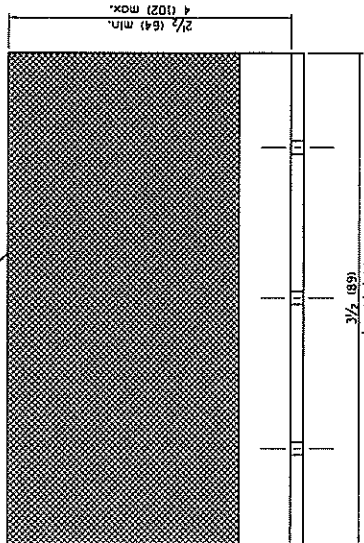
DATE	REVISIONS
4-1-16	Add reflector spacing detail. Moved TERMINAL MARKER to std. 725001.
1-1-09	Switched units to English metric.

**GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS**  
(Sheet 1 of 3)

STANDARD 782006

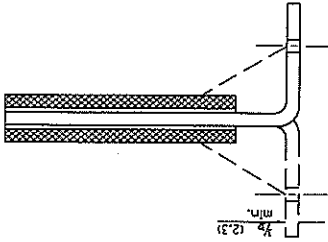
Illinois Department of Transportation  
 APPROVED: *[Signature]* 2016  
 ENGINEER OF OPERATIONS  
 APPROVED: *[Signature]* 2016  
 ENGINEER OF DESIGN AND ESTIMATION  
 ISSUED 1-1-2000

Reflective area. May be rectangular or slight trapezoid.



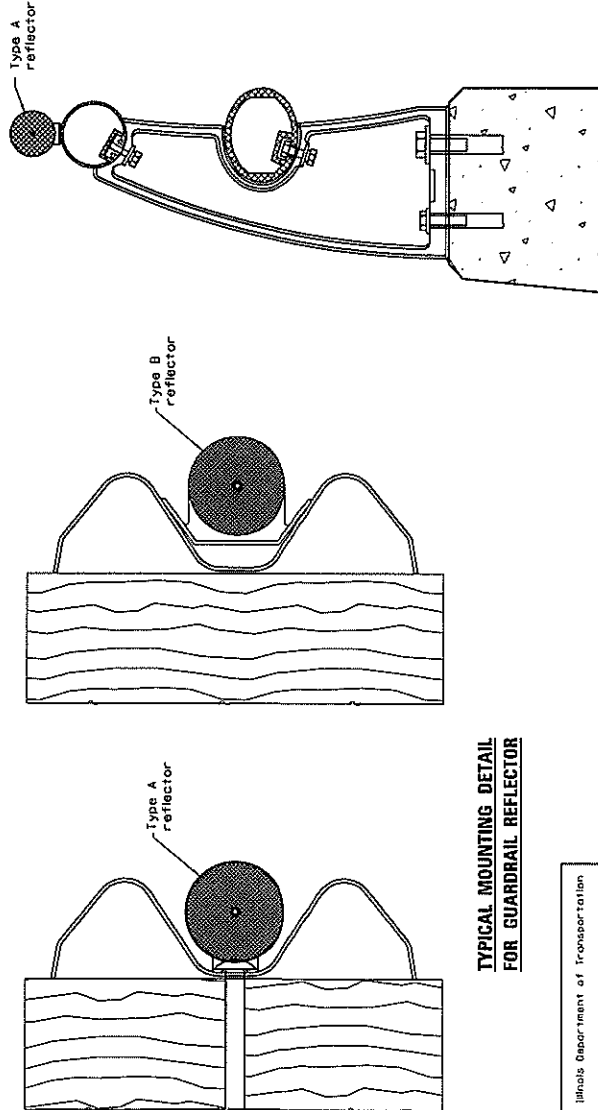
3 min. adhesive weep holes or slots each side, variable spacing.

Minimum total area of base 7.0 sq. ft. (4,516 mm<sup>2</sup>)



Cross section may be "I" or "L" shaped and may have side supports at ends.

**REFLECTOR TYPE C**



**TYPICAL MOUNTING DETAIL FOR GUARDRAIL REFLECTOR**

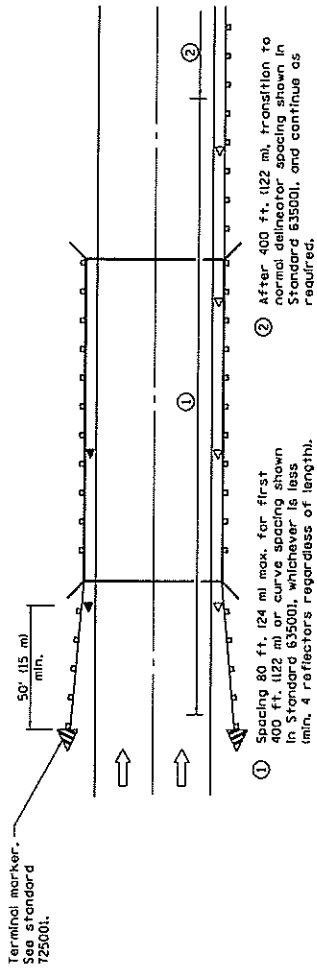
**TYPICAL MOUNTING DETAIL FOR BARRIER WALL REFLECTOR**

**TYPICAL MOUNTING DETAIL FOR BRIDGE RAIL REFLECTOR**

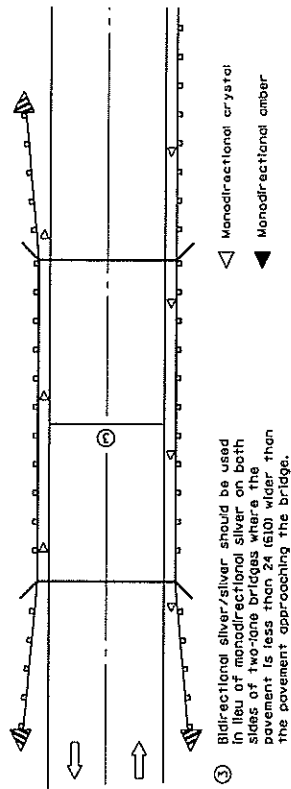
Illinois Department of Transportation		ISSUED 1-1-2000	
APPROVED	DATE	2016	
ENGINEER OF OPERATIONS		DATE	2016
ESTIMATE OF PROJECT AND REQUIREMENTS			

**GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS**  
(Sheet 2 of 3)

STANDARD 782005



ONE-WAY TRAFFIC

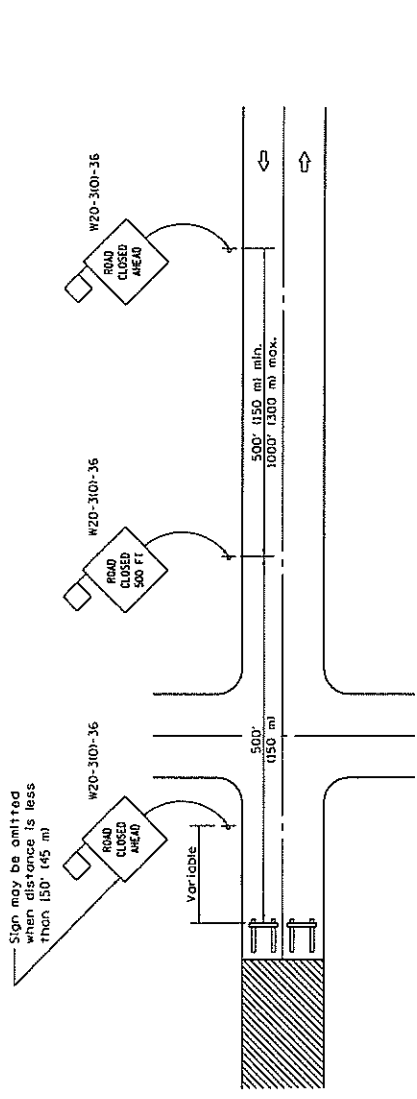


TWO-WAY TRAFFIC

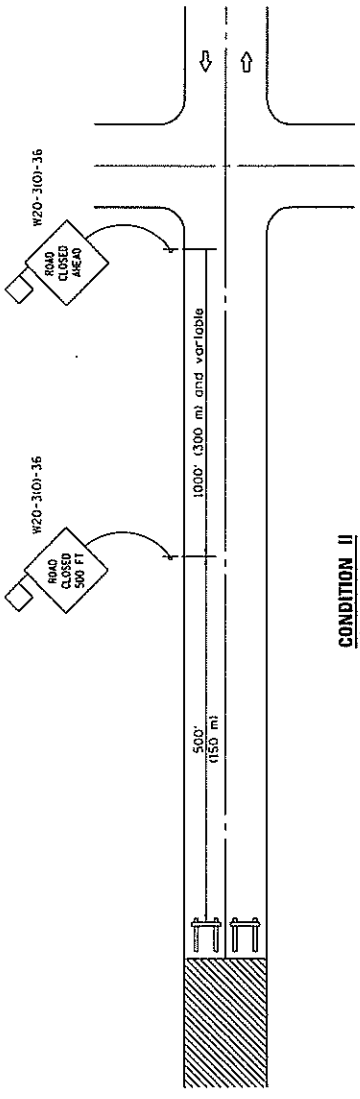
**GUARDRAIL/BARRIER WALL  
REFLECTOR PLACEMENT DETAIL**

**GUARDRAIL AND  
BARRIER WALL REFLECTOR  
MOUNTING DETAILS**  
(Sheet 3 of 3)  
**STANDARD 782006**

Illinois Department of Transportation APPROVED ENGINEER OF OPERATIONS APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	APR 1, 2016	ISSUED 1-1-2000
	<i>[Signature]</i>	
	APR 1, 2016	
	<i>[Signature]</i>	



**CONDITION I**  
When distance from closure to crossroad is less than 1500' (450 m)



**CONDITION II**  
When distance from closure to crossroad is greater than 1500' (450 m)

**SYMBOLS**

- Work area
- Type III Barricade
- Sign with 18x18 (450x450) mm orange flag attached

**GENERAL NOTES**  
Type III Barricades and R11-2-4630 signs shall be positioned as shown in "Road Closed To All Traffic" detail on Highway Standard 701901.

Two Type A Low Intensity Flashing Lights shall be used on each approach in advance of the work area during hours of darkness. One light shall be installed above the barricades and the other above the first advance warning sign.

All warning signs shall have minimum dimensions of 36 x 36 (900 x 900) and have a black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

Longitudinal dimensions may be adjusted to fit field conditions.

When the distance between the barricade and the intersection is between 1500' (450 m) and 2000' (600 m), the advance sign shall be placed at the intersection. When the distance between the barricade and the intersection is over 2000' (600 m), an additional sign shall be placed at the intersection. The additional sign shall give the distance to the barricade in miles or fractions of a mile.

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

DATE	REVISIONS
1-1-12	Unified two notes from GENERAL NOTES.
1-1-05	Switched units to English (metric).

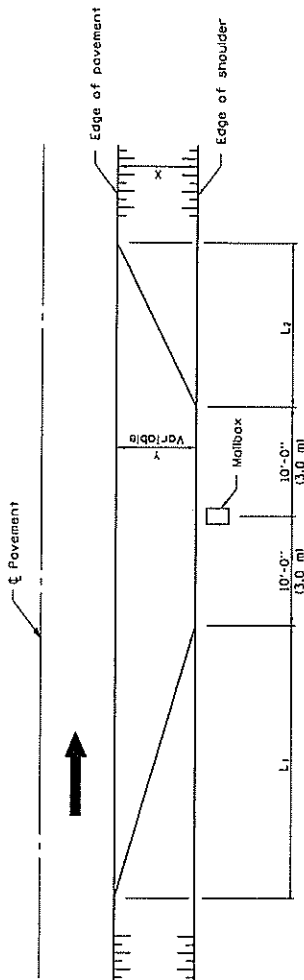
**TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS**

STANDARD B.L.R. 21-9

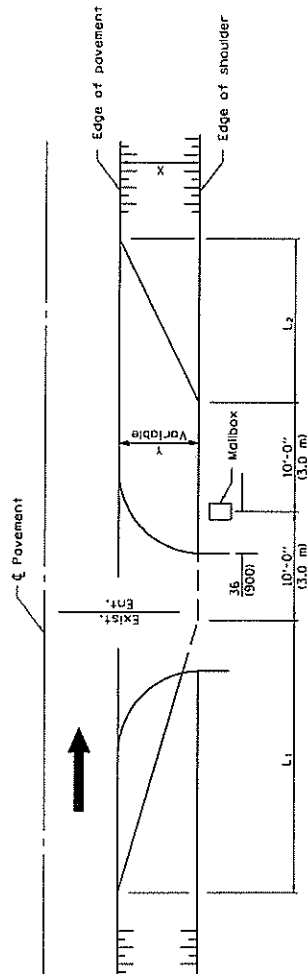
Illinois Department of Transportation  
 APPROVED: *James J. 2012*  
 ENGINEER OF LOCAL ROADS AND STREETS  
 APPROVED: *Scott 2012*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

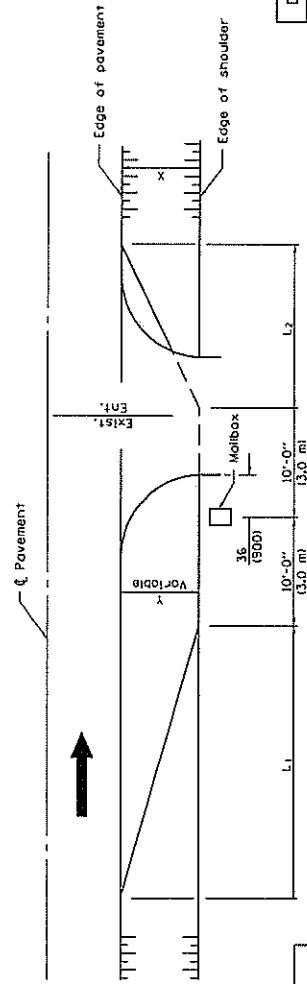




**TYPICAL APPLICATION**



**MAILBOX ON FAR SIDE OF ENTRANCE**



**MAILBOX ON NEAR SIDE OF ENTRANCE**

DIMENSIONS - ft. (m)

Width of Shoulder (M)	12 (3.6)	10 (3.0)	8 (2.4)	6 (1.8)	5 (1.5)	4 (1.2)
Width of Turnout (Y)	8 (2.4)	6 (1.8)	4 (1.2)	3 (0.9)	2 (0.6)	1 (0.3)
L1	30 (9.0)	23 (6.9)	15 (4.5)	10 (3.0)	7 (2.1)	4 (1.2)
L2	20 (6.0)	15 (4.5)	10 (3.0)	7 (2.1)	5 (1.5)	4 (1.2)

Note: Dimensions for Township and District Roads may vary from the above dimensions.

**GENERAL NOTES**

Mailboxes shall be mounted such that the face of the mailbox is 6 (150) to 12 (300) and the post a minimum of 24 (600) from the edge of the turnout surfacing.

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

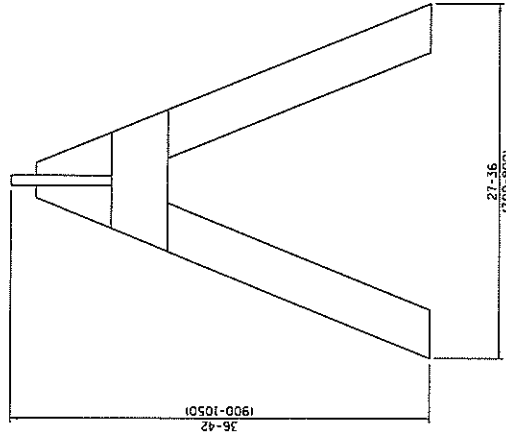
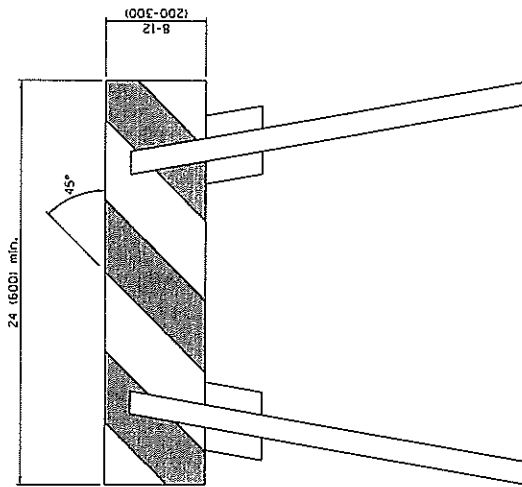
DATE	REVISIONS
1-1-08	Switched units to English metric.
1-1-99	Add width of shoulder X.

**MAILBOX TURNOUT FOR LOCAL ROADS**

STANDARD B.L.R. 24-2

Illinois Department of Transportation  
 APPROVED January 1, 2009  
*Charles J. [Signature]*  
 ENGINEER OF LOCAL ROADS AND STREETS  
 APPROVED January 1, 2009  
*[Signature]*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



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

DATE	REVISIONS
1-1-03	Switched units to English (metric).
1-1-03	New standard from 702001-02

**TYPE 1A BARRICADE  
FOR NON-NHS ROUTES**

STANDARD B.L.R. 25-1

Illinois Department of Transportation  
 APPROVED: *[Signature]* 2009  
 ENGINEER OF TRAFFIC SIGNS AND STREETS  
 APPROVED: *[Signature]* 2009  
 ENGINEER OF DESIGN AND CONSTRUCTION  
 ISSUED 1-1-03



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### **IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for



debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

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

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