

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

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

Addenda questions may be directed to the Contracts Office at (217)782-7806 or [DOT.D&Econtracts@illinois.gov](mailto:DOT.D&Econtracts@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 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)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

**Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal 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** – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

**The Bid Letting is now available in streaming Audio/Video from the IDOT 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. The actual reading of the bids does not begin until approximately 10:30 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

RETURN WITH BID

133

Proposal Submitted By
Name
Address
City

Letting January 15, 2016

**NOTICE TO PROSPECTIVE BIDDERS**

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Route FAU 6435 (Raab Road)  
Project M-5227(057)  
District 5 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

**Page intentionally left blank**

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

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

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

**Contract No. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Project M-5227(057)  
Route FAU 6435 (Raab Road)  
District 5 Construction Funds**

**Reconstruction of Raab Road from 0.70 miles east of Airport Rd. to Towanda-Barnes Rd. in the Town of Normal. Work will consist of PCC pavement, curb and gutter, sidewalks, precast box culvert, storm sewer and lime stabilization.**

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

**RETURN WITH BID**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes   
 Check box No

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

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STATE JOB #- C-95-308-15  
 PPS NBR -

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
MCLEAN	113	05	14-00252-00-RP (NORMAL)	M-5227/057/000	FAU 6435

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX004210	DI PIPE STORM SEW 12	FOOT	122.000 X	=			
X4200408	PCC PVT 8 SPL	SQ YD	7,245.000 X	=			
X5121800	PERM STEEL SHT PILING	SQ FT	725.000 X	=			
X5400804	PCBC 8X4 SPECIAL	FOOT	57.000 X	=			
X5510100	STORM SEWER REMOVAL	FOOT	110.000 X	=			
X6020076	INLETS SPL W/SPL F&G	EACH	35.000 X	=			
X6024502	INLETS TB W/SPL F&G	EACH	2.000 X	=			
X7010216	TRAF CONT & PROT SPL	L SUM	1.000 X	=			
Z0013797	STAB CONSTR ENTRANCE	SQ YD	70.000 X	=			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=			
Z0054400	ROCK FILL	CU YD	90.000 X	=			
Z0067900	STEEL CASINGS 24	FOOT	40.000 X	=			
20200100	EARTH EXCAVATION	CU YD	8,456.000 X	=			
20700220	POROUS GRAN EMBANK	CU YD	126.000 X	=			
20800150	TRENCH BACKFILL	CU YD	276.000 X	=			

FAU 6435  
 14-00252-00-RP (NORMAL)  
 MCLEAN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 91522

ECMS002 DTGECM03 ECMR003 PAGE 2  
 RUN DATE - 12/04/15  
 RUN TIME - 183025

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
21001000	GEOTECH FAB F/GR STAB	SQ YD	1,812.000 X				
21101505	TOPSOIL EXC & PLAC	CU YD	1,473.000 X				
25000210	SEEDING CL 2A	ACRE	3.500 X				
25000400	NITROGEN FERT NUTR	POUND	315.000 X				
25000500	PHOSPHORUS FERT NUTR	POUND	315.000 X				
25000600	POTASSIUM FERT NUTR	POUND	315.000 X				
25100115	MULCH METHOD 2	ACRE	3.500 X				
28000250	TEMP EROS CONTR SEED	POUND	700.000 X				
28000305	TEMP DITCH CHECKS	FOOT	105.000 X				
28000315	AGG DITCH CHECKS	TON	5.000 X				
28000400	PERIMETER EROS BAR	FOOT	1,930.000 X				
28000500	INLET & PIPE PROTECT	EACH	51.000 X				
28100107	STONE RIPRAP CL A4	SQ YD	92.000 X				
28200200	FILTER FABRIC	SQ YD	92.000 X				
30200650	PROCESS MOD SOIL 12	SQ YD	7,314.000 X				

FAU 6435  
 14-00252-00-RP (NORMAL)  
 MCLEAN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 91522

ECMS002 DTGECM03 ECMR003 PAGE 3  
 RUN DATE - 12/04/15  
 RUN TIME - 183025

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
30201500	LIME	TON	150.000 X	=			
30300011	AGG SUBGRADE IMPROVE	TON	2,536.000 X	=			
35100100	AGG BASE CSE A	TON	2,316.000 X	=			
40201000	AGGREGATE-TEMP ACCESS	TON	1,408.000 X	=			
42001300	PROTECTIVE COAT	SQ YD	10,560.000 X	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	132.000 X	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	726.000 X	=			
42400100	PC CONC SIDEWALK 4	SQ FT	9,694.000 X	=			
42400300	PC CONC SIDEWALK 6	SQ FT	90.000 X	=			
42400410	PC CONC SIDEWALK 8	SQ FT	180.000 X	=			
42400800	DETECTABLE WARNINGS	SQ FT	40.000 X	=			
44000100	PAVEMENT REM	SQ YD	413.000 X	=			
44000200	DRIVE PAVEMENT REM	SQ YD	156.000 X	=			
44000500	COMB CURB GUTTER REM	FOOT	56.000 X	=			
50100100	REM EXIST STRUCT	EACH	1.000 X	=			

FAU 6435  
 14-00252-00-RP (NORMAL)  
 MCLEAN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 91522

ECMS002 DTGECM03 ECMR003 PAGE 4  
 RUN DATE - 12/04/15  
 RUN TIME - 183025

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
50200450	REM/DISP UNS MATL-STR	CU YD	90.000 X				
50800205	REINF BARS, EPOXY CTD	POUND	1,180.000 X				
54003000	CONC BOX CUL	CU YD	16.000 X				
54213657	PRC FLAR END SEC 12	EACH	1.000 X				
54213675	PRC FLAR END SEC 30	EACH	1.000 X				
54248510	CONCRETE COLLAR	CU YD	0.500 X				
550A0050	STORM SEW CL A 1 12	FOOT	1,231.000 X				
550A0070	STORM SEW CL A 1 15	FOOT	121.000 X				
550A0090	STORM SEW CL A 1 18	FOOT	121.000 X				
550A0120	STORM SEW CL A 1 24	FOOT	528.000 X				
550A0140	STORM SEW CL A 1 30	FOOT	394.000 X				
56400300	FIRE HYDNTS TO BE ADJ	EACH	5.000 X				
60218300	MAN TA 4 DIA T1F OL	EACH	5.000 X				
60221000	MAN TA 5 DIA T1F OL	EACH	7.000 X				
60250200	CB ADJUST	EACH	1.000 X				

FAU 6435  
 14-00252-00-RP (NORMAL)  
 MCLEAN

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 91522

ECMS002 DTGECM03 ECMR003 PAGE 5  
 RUN DATE - 12/04/15  
 RUN TIME - 183025

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60266600	VALVE BOX ADJ	EACH	6.000 X				
60500050	REMOV CATCH BAS	EACH	1.000 X				
60600095	CLASS SI CONC OUTLET	CU YD	0.500 X				
60604400	COMB CC&G TB6.18	FOOT	4,867.000 X				
61100500	EXPLOR TRENCH 52	FOOT	600.000 X				
61133100	FLD TILE JUN VAULT 2D	EACH	2.000 X				
61133200	FLD TILE JUN VAULT 3D	EACH	2.000 X				
61139900	STORM SEWER SPEC 6	FOOT	100.000 X				
61140000	STORM SEWER SPEC 8	FOOT	100.000 X				
61140100	STORM SEWER SPEC 10	FOOT	100.000 X				
61140200	STORM SEWER SPEC 12	FOOT	100.000 X				
67100100	MOBILIZATION	L SUM	1.000 X				
78005100	EPOXY PVT MK LTR-SYM	SQ FT	31.000 X				
78005130	EPOXY PVT MK LINE 6	FOOT	6,500.000 X				
78005150	EPOXY PVT MK LINE 12	FOOT	134.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78005180	EPOXY PVT MK LINE 24	FOOT	26.000 X	=			
78100100	RAISED REFL PAVT MKR	EACH	86.000 X	=			
78300100	PAVT MARKING REMOVAL	SQ FT	215.000 X	=			
78300200	RAISED REF PVT MK REM	EACH	10.000 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.

## RETURN WITH BID

### **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)**

<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.

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



**RETURN WITH BID**

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

---

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

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

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

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

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

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

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

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



RETURN WITH BID

Contract No. 91522  
 MCLEAN County  
 Section 14-00252-00-RP (Normal)  
 Project M-5227(057)  
 Route FAU 6435 (Raab Road)  
 District 5 Construction Funds

**PART I. IDENTIFICATION**

Dept. of Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**PART II. WORKFORCE PROJECTION**

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TOTAL Workforce Projection for Contract											TABLE B CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT					
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES				TOTAL EMPLOYEES		MINORITY EMPLOYEES	
			BLACK		HISPANIC		*OTHER MINOR.		APPREN- TICES		ON THE JOB TRAINEES					
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
<b>TOTAL</b>																

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

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

FOR DEPARTMENT USE ONLY

**Note: See instructions on page 2**

**RETURN WITH BID**

**Contract No. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Project M-5227(057)  
Route FAU 6435 (Raab Road)  
District 5 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

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

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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



**RETURN WITH BID**

**Contract No. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Project M-5227(057)  
Route FAU 6435 (Raab Road)  
District 5 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

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

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE)

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

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

---

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

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



Return with Bid

Division of Highways
Proposal Bid Bond

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

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

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

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

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

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

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

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

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

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

(Company Name)

(Company Name)

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

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

Notary for PRINCIPAL

Notary for SURETY

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

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

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

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

(Name of Notary Public)

(Name of Notary Public)

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

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

(Date Commission Expires)

(Date Commission Expires)

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

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

**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route _____	Total Bid _____
Section _____	Contract DBE Goal _____ (Percent) _____ (Dollar Amount)
Project _____	
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

**(4) Assurance**

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

Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises      **Local Let Projects**  
2300 South Dirksen Parkway                      Submit forms to the  
Springfield, Illinois 62764                      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.



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 \_\_\_\_\_

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
<b>Total</b>				

(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 1<sup>st</sup> 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 \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> Tier

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Signature for DBE Firm \_\_ 1<sup>st</sup> Tier \_\_ 2<sup>nd</sup> 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. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Project M-5227(057)  
Route FAU 6435 (Raab Road)  
District 5 Construction Funds**



**Illinois Department of Transportation**



## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

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

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

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

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

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

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

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

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

**I. DISCLOSURES**

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

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

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

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

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

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

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

2. 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 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 \_\_\_

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(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. \_\_\_\_\_

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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 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 \_\_\_

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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 \_\_\_

---

(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 \_\_\_

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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 \_\_\_

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

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

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

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ 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. January 15, 2016. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 91522  
MCLEAN County  
Section 14-00252-00-RP (Normal)  
Project M-5227(057)  
Route FAU 6435 (Raab Road)  
District 5 Construction Funds**

**Reconstruction of Raab Road from 0.70 miles east of Airport Rd. to Towanda-Barnes Rd. in the Town of Normal. Work will consist of PCC pavement, curb and gutter, sidewalks, precast box culvert, storm sewer and lime stabilization.**

- 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, 2015

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
101	Definition of Terms .....	1
102	Advertisement, Bidding, Award, and Contract Execution .....	2
105	Control of Work .....	3
106	Control of Materials .....	5
107	Legal Regulations and Responsibility to Public .....	6
108	Prosecution and Progress .....	14
109	Measurement and Payment .....	15
202	Earth and Rock Excavation .....	17
211	Topsoil and Compost .....	19
250	Seeding .....	20
253	Planting Woody Plants .....	21
280	Temporary Erosion and Sediment Control .....	23
312	Stabilized Subbase .....	24
406	Hot-Mix Asphalt Binder and Surface Course .....	25
407	Hot-Mix Asphalt Pavement (Full-Depth) .....	28
420	Portland Cement Concrete Pavement .....	32
424	Portland Cement Concrete Sidewalk .....	34
440	Removal of Existing Pavement and Appurtenances .....	35
502	Excavation for Structures .....	36
503	Concrete Structures .....	37
504	Precast Concrete Structures .....	40
506	Cleaning and Painting New Steel Structures .....	41
512	Piling .....	42
516	Drilled Shafts .....	43
521	Bearings .....	44
540	Box Culverts .....	45
588	Bridge Relief Joint System .....	46
589	Elastic Joint Sealer .....	48
602	Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction .....	49
603	Adjusting Frames and Grates of Drainage and Utility Structures .....	50
606	Concrete Gutter, Curb, Median, and Paved Ditch .....	52
610	Shoulder Inlets with Curb .....	53
639	Precast Prestressed Concrete Sight Screen .....	54
642	Shoulder Rumble Strips .....	55
643	Impact Attenuators .....	56
644	High Tension Cable Median Barrier .....	58
669	Removal and Disposal of Regulated Substances .....	60
670	Engineer's Field Office and Laboratory .....	64

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
701 Work Zone Traffic Control and Protection	65
706 Impact Attenuators, Temporary .....	68
707 Movable Traffic Barrier .....	71
708 Temporary Water Filled Barrier .....	73
730 Wood Sign Support .....	75
780 Pavement Striping .....	76
816 Unit Duct .....	81
836 Pole Foundation .....	82
860 Master Controller .....	83
1001 Cement .....	84
1003 Fine Aggregates .....	85
1004 Coarse Aggregates .....	87
1006 Metals .....	91
1011 Mineral Filler .....	93
1017 Packaged, Dry, Combined Materials for Mortar .....	94
1018 Packaged Rapid Hardening Mortar or Concrete .....	95
1019 Controlled Low-Strength Material (CLSM) .....	96
1020 Portland Cement Concrete .....	97
1024 Grout and Nonshrink Grout .....	136
1030 Hot-Mix Asphalt .....	137
1040 Drain Pipe, Tile, Drainage Mat, and Wall Drain .....	142
1042 Precast Concrete Products .....	143
1069 Pole and Tower .....	144
1070 Foundation and Breakaway Devices .....	145
1073 Controller .....	146
1081 Materials for Planting .....	147
1082 Preformed Bearing Pads .....	148
1083 Elastomeric Bearings .....	149
1088 Wireway and Conduit System .....	150
1095 Pavement Markings .....	152
1101 General Equipment .....	155
1102 Hot-Mix Asphalt Equipment .....	157
1103 Portland Cement Concrete Equipment .....	159
1105 Pavement Marking Equipment .....	160
1106 Work Zone Traffic Control Devices .....	161

## RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1 X Additional State Requirements for Federal-Aid Construction Contracts .....	163
2 X Subletting of Contracts (Federal-Aid Contracts) .....	166
3 X EEO .....	167
4 Specific EEO Responsibilities Non Federal-Aid Contracts .....	177
5 Required Provisions - State Contracts .....	182
6 Asbestos Bearing Pad Removal .....	188
7 Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal .....	189
8 X Temporary Stream Crossings and In-Stream Work Pads .....	190
9 Construction Layout Stakes Except for Bridges .....	191
10 X Construction Layout Stakes .....	194
11 Use of Geotextile Fabric for Railroad Crossing .....	197
12 Subsealing of Concrete Pavements .....	199
13 Hot-Mix Asphalt Surface Correction .....	203
14 Pavement and Shoulder Resurfacing .....	205
15 Reserved .....	206
16 Patching with Hot-Mix Asphalt Overlay Removal .....	207
17 Polymer Concrete .....	208
18 PVC Pipeliner .....	210
19 Pipe Underdrains .....	211
20 Guardrail and Barrier Wall Delineation .....	212
21 Bicycle Racks .....	216
22 Reserved .....	218
23 Temporary Portable Bridge Traffic Signals .....	219
24 Work Zone Public Information Signs .....	221
25 Nighttime Inspection of Roadway Lighting .....	222
26 English Substitution of Metric Bolts .....	223
27 English Substitution of Metric Reinforcement Bars .....	224
28 Calcium Chloride Accelerator for Portland Cement Concrete .....	225
29 Reserved .....	226
30 Quality Control of Concrete Mixtures at the Plant .....	227
31 Quality Control/Quality Assurance of Concrete Mixtures .....	235
32 Digital Terrain Modeling for Earthwork Calculations .....	251
33 X Pavement Marking Removal .....	253
34 Preventive Maintenance – Bituminous Surface Treatment .....	254
35 Preventive Maintenance – Cape Seal .....	260
36 Preventive Maintenance – Micro-Surfacing .....	275
37 Preventive Maintenance – Slurry Seal .....	286
38 Temporary Raised Pavement Markers .....	296
39 Restoring Bridge Approach Pavements Using High-Density Foam .....	297

**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:

Table of Contents

<b><u>CHECK SHEET #</u></b>	<b><u>PAGE NO.</u></b>
LRS 1 <b>Reserved</b> .....	301
LRS 2 <input type="checkbox"/> Furnished Excavation .....	302
LRS 3 <input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance .....	303
LRS 4 <input checked="" type="checkbox"/> Flaggers in Work Zones .....	304
LRS 5 <input type="checkbox"/> Contract Claims .....	305
LRS 6 <input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	306
LRS 7 <input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	312
LRS 8 <b>Reserved</b> .....	318
LRS 9 <input type="checkbox"/> Bituminous Surface Treatments .....	319
LRS 10 <b>Reserved</b> .....	320
LRS 11 <input type="checkbox"/> Employment Practices .....	321
LRS 12 <input type="checkbox"/> Wages of Employees on Public Works .....	323
LRS 13 <input type="checkbox"/> Selection of Labor .....	325
LRS 14 <input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks .....	326
LRS 15 <input type="checkbox"/> Partial Payments .....	329
LRS 16 <input type="checkbox"/> Protests on Local Lettings .....	330
LRS 17 <input type="checkbox"/> Substance Abuse Prevention Program.....	331
LRS 18 <input type="checkbox"/> Multigrade Cold Mix Asphalt .....	332

**INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS**

<u>LR #</u>	<u>Pg #</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
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	42	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		<input type="checkbox"/> Equipment Rental Rates	Jan. 1, 2012	
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		<input type="checkbox"/> Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5		<input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		<input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	



INDEX OF SPECIAL PROVISIONS

DESCRIPTION OF WORK.....	3
COMPLETION DATE.....	3
COOPERATION OF CONTRACTORS.....	4
EXAMINATION OF EXISTING CONDITIONS.....	4
REMOVAL OF UNCLASSIFIED MATERIAL.....	4
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES.....	4
PAVEMENT REMOVAL.....	5
PAY QUANTITY FOR EARTHWORK PAY ITEMS.....	5
SAW JOINTS.....	5
EARTH EXCAVATION.....	5
EXCAVATION NEAR POWER POLES.....	6
PIPE CULVERT REMOVAL.....	7
STORM SEWER REMOVAL.....	7
EMBANKMENT.....	8
TEST ROLLING OF SUBGRADE AND BASE COURSE.....	9
GRANULAR SUBGRADE REPAIR OR REPLACEMENT.....	9
ADJUSTMENT OF QUANTITIES FOR SUBGRADE TREATMENTS.....	10
TRENCH BACKFILL.....	10
TOPSOIL EXCAVATION AND PLACEMENT.....	10
MAIL BOXES TO BE MOVED.....	11
TEMPORARY EROSION CONTROL.....	11
STABILIZED CONSTRUCTION ENTRANCE.....	12
SEEDING.....	12
EXPLORATION TRENCH 52-INCH.....	13
CONNECTION INTO EXISTING OR PROPOSED DRAINAGE STRUCTURES.....	13
STORM SEWERS (SPECIAL).....	13
PROCESSING MODIFIED SOIL.....	14
LIME MODIFIED SOILS OMISSIONS.....	14
PORTLAND CEMENT CONCRETE PAVEMENT 8" (SPECIAL).....	14
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT.....	16
EXPANSION JOINTS.....	16
PORTLAND CEMENT CONCRETE SIDEWALK.....	17
CURB RAMPS FOR SIDEWALKS.....	17
STEEL CASINGS 24".....	17
PIPE CULVERT OR STORM SEWER GRADE CHANGE.....	18
STORM SEWERS OR PIPE CULVERTS, CLASS A.....	18
STORM SEWERS, DUCTILE IRON.....	18
ROCK FILL.....	18

PRECAST CONCRETE BOX CULVERTS, 8'x4' (SPECIAL) .....	20
MANHOLES .....	20
INLET TYPE SPECIAL WITH SPECIAL FRAME AND GRATE.....	21
COMBINATION CONCRETE CURB AND GUTTER.....	21
CLASS SI CONCRETE (OUTLET).....	22
CONCRETE COLLAR .....	22
FIRE HYDRANTS TO BE ADJUSTED.....	22
PAVEMENT MARKING REMOVAL .....	22
AGGREGATE FOR TEMPORARY ACCESS.....	22
TRAFFIC CONTROL AND PROTECTION (SPECIAL) .....	23
STANDARDS IN THE PLANS.....	24
DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY.....	24
UTILITIES .....	24
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS .....	25
COMMITMENTS .....	25

## GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 15, 2016 Letting

Pg #	√	File Name	Title	Effective	Revised
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Jun 24, 2015
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Oct 5, 2015
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Oct 5, 2015
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Oct 5, 2015
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
		GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 29, 2014
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Oct 5, 2015
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Dec 29, 2014
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Dec 29, 2014
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Jun 24, 2015
		GBSP 73	Cofferdams	Oct 15, 2011	
39	X	GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
		GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
41	X	GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	
		GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	
		GBSP 84	Precast, Prestressed Concrete Beams	Oct 5, 2015	
		GBSP 85	Micropiles	Apr 19, 1996	Oct 5, 2015
		GBSP 86	Drilled Shafts	Oct 5, 2015	
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2011	Oct 5, 2015

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW


The following Guide Bridge Special Provisions have been incorporated into the 2012 Standard Specifications:

File Name	Title	Std Spec Location
GBSP22	Cleaning and Painting New Metal Structures	506
GBSP36	Surface Preparation and Painting Req. for Weathering Steel	506
GBSP50	Removal of Existing Non-composite Bridge Decks	501
GBSP58	Mechanical Splicers	508
GBSP63	Demolition Plans for Removal of Existing Structures	501
GBSP68	Piling	512
GBSP69	Freeze-Thaw Aggregates for Concrete Superstructures Poured on Grade	1004

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

File Name	Title	Disposition:
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73
GBSP11	Permanent Steel Sheet Piling	Replaced by GBSP74
GBSP47	High Performance Concrete Structures	Discontinued
GBSP52	Porous Granular Embankment (Special)	Replaced by GBSP76
GBSP66	Wave Equation Analysis of Piles	Discontinued

## 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>
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	43	X	Aggregate Subgrade Improvement	April 1, 2012	Jan. 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
80360	46	X	Coarse Aggregate Quality	July 1, 2015	
80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341			Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294	48	X	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	49	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	50	X	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	51	X	Contract Claims	April 1, 2014	
* 80029	52	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
80358	63	X	Equal Employment Opportunity	April 1, 2015	
80265			Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329			Glare Screen	Jan. 1, 2014	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
80348			Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351			Light Tower	Jan. 1, 2015	
80336			Longitudinal Joint and Crack Patching	April 1, 2014	
80324			LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
80325	67	X	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	77	X	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361			Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
80337			Paved Shoulder Removal	April 1, 2014	
80349			Pavement Marking Blackout Tape	Nov. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254			Pavement Patching	Jan. 1, 2010	

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80352	79	X	Pavement Striping - Symbols	Jan. 1, 2015	
80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	80	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			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350			Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	81	X	Reinforcement Bars	Nov. 1, 2013	
80344			Rigid Metal Conduit	Aug. 1, 2014	
80354	83	X	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	
80127	84	X	Steel Cost Adjustment	April 2, 2004	July 1, 2015
* 80362	88	X	Steel Slag in Trench Backfill	Jan. 1, 2016	
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355			Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338			Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345			Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288			Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	89	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 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>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(I) and 701.19(a)	Jan. 1, 2014	

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

STATE OF ILLINOIS

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012; hereafter referred to as the Standard Specifications; the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2015 (as indicated on the check sheet included herein), the Manual of Practice for the Design of Public Improvements for the Town of Normal, the 2009 edition of the Standard Specifications For Water And Sewer Main Construction In Illinois, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the proposed construction of Section 14-00252-00-RP Raab Road, Town of Normal, from the east entrance of Normal Community High School (approximately 3,380' east of Airport Road) to 175' west of Towanda Barnes Road (FAU 6431) McLean County Highway 29, McLean County, Illinois and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

The work will consist of constructing two lanes of Portland Cement Concrete Pavement combination concrete curb and gutter, driveways, sidewalks, precast box culvert, storm sewers, manholes, inlets, culverts, lime stabilization and all necessary incidental work as shown on the plans or as described herein. The Project extends from the east entrance of Normal Community High School (approximately 3,380' east of Airport Road) to 175' west of Towanda Barnes Road (FAU 6431) McLean County Highway 29.

COMPLETION DATE

The Contractor shall be required to complete all work items, except for seeding and pay items associated with seeding, and Final Punchlist / cleanup work by August 14, 2016. The road shall be open to traffic by August 15, 2016. The Contractor will not be allowed to close the road to traffic until the day following the last day of classes at Normal Community High School, approximately June 1, 2016. Upon receiving the executed construction contract, the Contractor shall immediately order the Pre-Cast box culvert structure to ensure project completion date is met. Failure to complete work on time provisions according to Article 108.09 of the Standard Specifications shall begin on August 15, 2016, if all work items as specified above are not completed within the specified time frame. An exception will be allowed to complete the seeding and pay items associated with seeding and Final Punchlist / cleanup work, which shall be completed no later than September 9, 2016.

The Contractor may need to work multiple storm sewer and concrete crews due to the project schedule. The Contractor should also evaluate the project work that can be completed prior to the road closure, such as steel casing pipe, potholes, detour sign installation, etc.



The Contractor shall note the seeding and sodding times listed in the Standard Specifications will still be enforced.

#### COOPERATION OF CONTRACTORS

This construction contract for Section 14-00252-00-RP may be let and construction started prior to completion of the construction contract for Section 07-00113-04-FP (Towanda Barnes Road reconstruction) to the East resulting in work being completed concurrently with the work included in this proposal. All work shall be completed in accordance with Article 105.08 of the Standard Specifications. The Contractor shall coordinate work efforts with adjacent Contractors.

#### EXAMINATION OF EXISTING CONDITIONS

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

#### REMOVAL OF UNCLASSIFIED MATERIAL

Existing hazard markers, delineators, and other unclassified materials shall be removed at the locations shown on the plans or as designated by the Engineer. The material removed, as required in this Special Provision, shall be disposed of outside the right-of-way limits in accordance with these special provisions and Article 202.03 of the Standard Specifications. The Engineer shall be notified before any of these items are removed.

Where right-of-way, U.S.C. & G.S. markers, or section and sub-section monuments are encountered, the Engineer shall be notified before such monuments are removed. The Contractor shall protect and carefully preserve all markers and monuments until the Engineer or authorized Land Surveyor has witnessed and referenced their location. The Contractor will be responsible for reimbursing the Engineer's Registered Land Surveyor for all costs associated with reestablishing any markers or monuments destroyed by his/her operations without proper notification.

#### REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES

This work shall consist of the removal and disposal of any material deemed unsuitable by the Engineer. Primarily, this work is anticipated to be required on the cross road culvert subgrade. All work shall be performed in accordance with Article 202.03 of the Standard Specifications. Material remaining, after the area of the proposed culvert removal has been cut to rough grade, which is in the opinion of the Engineer to be unsuitable, shall be removed and disposed of offsite. An estimated quantity for this work is included in the plans. No change in the unit price bid for this work will be allowed due to any increase or decrease in the actual quantity incorporated into the work.

This work shall be measured in feet of length and width of area involved and an average depth of the area shall be measured. The volume of the area shall be determined by taking the length of times the width times the average depth and the volume shall be calculated in cubic yards. This work will be paid for at the contract unit price per Cubic Yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES.

### PAVEMENT REMOVAL

This work shall consist of the removal and satisfactory disposal of existing concrete pavement or bituminous pavement on a concrete base. The contract unit price bid per square yard for PAVEMENT REMOVAL shall be full compensation for furnishing all labor, material and equipment required to complete this work in accordance with Section 440 of the Standard Specifications and as specified here in.

### PAY QUANTITY FOR EARTHWORK PAY ITEMS

Should the Contractor have any disagreement in the plan quantity of the Earth Excavation, Topsoil, Embankment, or Furnished Excavation pay items, he/she shall submit earthwork calculations showing such disagreement at the pre-construction meeting. Otherwise, the plan quantities for the Earth Excavation, Embankment, Topsoil and Furnished Excavation pay items shall be used as the basis for payment on the project, as long as the project is constructed according to plan grades. Cross Sections after clearing and ground surface preparation will not be provided or allowed. Changes in the lines, grades, or length of the project may result in changes to the quantities.

### SAW JOINTS

This work shall include full-depth sawing of existing pavement or other existing items where the proposed project will match to existing. All work shall be performed in accordance with Section 440 of the Standard Specifications. Saw joints will not be paid for separately but shall be included in the respective removal items in the contract. For any item not paid for separately as a removal item, the saw joint cost shall be included in the contract unit price bid per cubic yard for EARTH EXCAVATION.

Saw joints for improvements including new pavement, curb and gutter, patching, driveway pavement or sidewalks shall be included in the unit cost of those pay items. No separate payments shall be made for saw joints on existing surfaces or new surfaces.

### EARTH EXCAVATION

This work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications.

Add the following provision to Section 202: All topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way, temporary construction easements, or other approved location on the construction site for Topsoil Placement. The Contractor shall stockpile the quantity of topsoil sufficient for the project, plus 10% contingency. Any excess topsoil beyond this quantity shall become the property of the Contractor and be removed from the site. The 10% contingency quantity of topsoil shall remain on site until all topsoil placement for the project has been completed, after which any remaining topsoil shall become the property of the Contractor and be removed from the site. This excavation shall be included and is calculated as part of the Earth Excavation quantity and work. No additional compensation will be allowed for the stockpiling or removal from site work.

Any Earth Excavation that is suitable for fill embankment material shall be placed and compacted in fill areas as shown on the cross sections. All unsuitable material shall become the property of the Contractor and be removed from the site. No payment for overhaul will be allowed for earth moved from any source.

The removal of bituminous pavement on a flexible base shall be considered Earth Excavation. No separate pay item is included in this contract for removing bituminous pavement on a flexible base, except as specifically noted on the plans.

Any landscaping items such as timber, brick or block lawn edging, segmental brick or block retaining wall, plantings, or decorative stone in conflict with the construction shall be removed and offered to the property owner. If the property owner does not desire the material, the contractor shall dispose of same. This work shall be included in Earth Excavation.

EXCAVATION NEAR POWER POLES

The Contractor is hereby notified that the proposed storm sewer trench is within a close proximity to the Ameren power pole line. The Contractor shall notify Ameren prior to beginning excavation in the proximity of Ameren facilities. It shall be the Contractor's responsibility to avoid excavating near the power poles and to monitor the stability of the poles. When it is necessary to excavate the existing supporting soil any closer to the face of the pole than the power pole bury depth, provided herein, the contractor must provide a temporary soil retention system to support the soil and the pole.

Power Pole Bury Depth

Approx. Station	333+9 5	337+3 0	338+6 0	340+75	344+10	347+50	350+80	354+20	357+5 0
Bury Depth (ft.)	12.5	14.5	14.5	14.0	12.0	10.5	10.5	10.5	10.5

The temporary soil retention system shall consist of designing, furnishing, installing, and subsequent removal of the temporary soil retention system in the approved design submittal. The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation or effectiveness of the soil retention system. Approval shall be contingent upon acceptance by Ameren Transmission.

Any disturbance or damage to existing utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Town. The soil retention system shall be installed according to the Contractor's approved design prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until it is no longer required and then be removed and disposed of by the Contractor.

Any temporary soil retention system will not be paid for separately but shall be considered as included in the unit price per foot Storm Sewers, Class A, Type 1, 12", 18", 24" and 30", and no additional compensation will be allowed.

The Contractor shall backfill and mechanically compact the trench for the storm sewer within the bury depth on each side of the power pole the same day the trench is excavated. Any damage to the power poles, loss of support for the poles or leaning of the poles out of plumb caused by the Contractor's operations shall be corrected/repared by Ameren at the Contractor's own expense. This work shall not be paid for separately, but shall be included in the cost of the respective Storm Sewers.

The Contractor shall photograph the project including the power pole line and provide the Engineer with a copy of the photographs prior to the start of construction. These photographs shall be the basis of determining damage or out of plumb alignment for the power poles or any other damage to private property. This work shall not be paid for separately, but shall be included in the cost of the respective Storm Sewers.

#### PIPE CULVERT REMOVAL

This work shall consist of removing and disposing of pipe culverts and associated headwalls, wing walls, and end sections. All work shall be performed in accordance with Section 501 of the Standard Specifications, except as modified herein. Pipe culvert removal shall consist of the complete removal and disposal, to the satisfaction of the Engineer, of all driveway culvert pipes conflicting with the construction and all culvert pipes designated on the plans to be removed. An exception is the pipe culvert for the field entrance at Station 353+26.36, which shall be removed without damage to the pipe culvert or end sections and delivered to the Town of Normal.

This work also includes the complete removal and disposal of any headwalls, wing walls and end sections associated with the culverts to be removed except as noted in the plans. Any holes or depressions left after removing a culvert that will be under or within two feet of proposed improvements as defined in Article 208.01 of the Standard Specifications, shall be filled with trench backfill or controlled low-strength material as shown on the plans, paid for separately. The remaining ground surface shall be graded, compacted, and leveled to the satisfaction of the Engineer.

All labor, equipment and materials necessary for Pipe Culvert Removal shall be included in the contract unit price for EARTH EXCAVATION and no additional compensation will be allowed.

#### STORM SEWER REMOVAL

This work shall consist of removing and disposing of Storm Sewers in accordance with Section 551 of the Standard Specifications, except as modified herein. Storm Sewer Removal shall consist of the complete removal and disposal, to the satisfaction of the Engineer, of all storm sewers including headwalls, wing walls or other end treatments, regardless of size or material, conflicting with the construction or otherwise indicated on the plans for removal. Any holes or depressions left after removing a sewer or culvert pipe that will be under or within two feet of proposed improvements as defined in Article 208.01 of the Standard Specifications, shall be filled with trench backfill or controlled low-strength material as shown on the plans, paid for

separately. The remaining ground surface shall be graded, compacted, and leveled to the satisfaction of the Engineer.

All labor, equipment and materials necessary for Storm Sewer Removal shall be included in the contract unit price bid per foot for STORM SEWER REMOVAL and no additional compensation will be allowed.

#### EMBANKMENT

Embankment shall be placed in accordance with Section 205 of the Standard Specifications except as follows:

- 1) All embankment shall be constructed with not more than 110% of optimum moisture content, determined according to AASHTO T 99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when authorized in writing by the Engineer.

The Contractor may, at his option, add a drying agent to lower the moisture content as specified above. The drying agent must be authorized by the Engineer prior to use. Extra compensation will not be allowed for the use of a drying agent but will be considered included in the cost of the various items of excavation.

- 2) All existing earth surfaces to receive embankment placement shall be disked and compacted in accordance with Articles 205.01 through 205.09 of the Standard Specifications. These surfaces shall be reviewed by the Engineer prior to placement of any Embankment. Existing surfaces that have been compacted, but do not meet the satisfaction of the Engineer, shall be test rolled. If the existing surface does not pass the test roll, the material shall be removed and replaced with Embankment or Sub-base Granular Material as determined by the Engineer. Removal of unsuitable existing surface shall be measured for payment as Earth Excavation.
- 3) Embankment shall not be placed on slopes steeper than 1:4 (V:H) slope. Slopes steeper than 1:4 shall be stepped and compacted prior to placing embankment. No additional compensation shall be allowed for stepping.
- 4) If the Contractor fails to obtain the Engineer's satisfaction of the existing surface after disked and compacting, any Embankment placed on said surface shall be the sole responsibility of the Contractor. Should the Embankment so placed not pass the test roll prior to pavement placement, the Contractor shall repair or replace said Embankment at the Contractor's own expense.
- 5) Cross Sections after clearing and ground surface preparation will not be provided or allowed.

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. The further restricted materials shall be placed in 4" lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.

The above work will not be paid for separately but shall be included in the contract unit price bid per cubic yard for EARTH EXCAVATION.

#### TEST ROLLING OF SUBGRADE AND BASE COURSE

The test rolling of subgrade and base course shall follow the latest edition of the Subgrade Stability Manual except as modified by the following:

The Contractor will provide, at his/her own expense, a loaded truck and test roll the compacted subgrade (following lime modification and proper curing period) and base course in the presence of the Engineer before any sub-base, base course, curb and gutter, binder, or concrete surface material is placed. The Contractor shall notify the Engineer two (2) business days prior to the test roll. The tandem axle truck shall be loaded to a minimum gross weight of 40,000 pounds. The Contractor shall provide the Engineer a weight ticket verifying this amount prior to operations. The test roll will be in addition to the requirements of Section 301 of the Standard Specifications. The density requirements of Section 301 will still be required.

The truck shall make one passe over the entire subgrade, sub-base, or base course area to be tested. Any areas which, in the opinion of the Engineer, show rutting, cracking or rolling of the compacted subgrade, sub-base, or base course upon test rolling will not be accepted. The Contractor will recompact and/or reconstruct the section that fails and test roll again prior to acceptance. Areas of subgrade repair will be paid for as specified in the Special Provision for Granular Subgrade Repair or Replacement. No additional compensation shall be allowed for any test rolling of repaired areas or the reconstruction or repair of the aggregate sub-base or base course.

Test rolling shall not be measured and paid for separately, but shall be included in the cost of EARTH EXCAVATION.

#### GRANULAR SUBGRADE REPAIR OR REPLACEMENT

This work shall be completed in accordance with Section 311 of the Standard Specifications except as modified by the following:

This work, as provided for herein, shall consist of providing all materials, equipment and labor for the removal of unsuitable material and the placement of Geotechnical Fabric and/or Granular Blanket in subgrades or embankment foundations. Following topsoil excavation and roadway excavation to the lines and grades shown on the plans and preparing the subgrade in accordance with the Special Provisions and Sections 301 and 302 of the Standard Specifications, the Resident Engineer shall determine the limits of the area requiring repair or replacement and so advise the Contractor of the approximate quantities. It is hereby understood that the Contractor shall notify the Engineer not less than forty-eight (48) hours (5:00 p.m. Friday to 8:00 a.m. Monday excluded) prior to any undercutting of the sub-base or subgrade.

Placement of Granular Blanket: Granular Material shall be according to the BDE Special Provision for Aggregate Subgrade Improvement. The aggregate gradation to be used shall be indicated by the Engineer following the test roll.

Method of Measurement and Payment: Any subgrade excavation of existing unstable or unsuitable material to complete this work will be measured in its original position and the volume in cubic yards computed by the method of average end areas. This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION and the paid plan quantity will be increased accordingly. The removal of material placed in fill sections as embankment will not be paid for separately.

The Granular Blanket will be measured for payment in tons and will be paid for at the contract unit price per ton for AGGREGATE SUBGRADE IMPROVEMENT. Geotechnical Fabric for Ground Stabilization shall be paid at the contract unit price bid per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

All areas of repair shall be re-test rolled to confirm stability. All costs for re-test rolling shall be included in the contract unit price bid per ton for AGGREGATE SUBGRADE IMPROVEMENT.

#### ADJUSTMENT OF QUANTITIES FOR SUBGRADE TREATMENTS

The quantities for Aggregate Subgrade Improvement and Geotechnical Fabric for Ground Stabilization have been estimated in order to establish a unit bid price. No change in contract unit price will be allowed because of an adjustment of these quantities due to actual conditions encountered in the field. Should these items be deleted or adjusted, no change in unit price shall be allowed for adjustment and no payments shall be made for deleted work.

#### TRENCH BACKFILL

Material for Trench Backfill shall comply with Article 1003.04 of the Standard Specifications except that the upper twelve inches of the trench shall be compacted CA 6 in the areas of pavement where construction traffic will be operating on the sub-grade. Bedding material shall conform to Article 1003.04. Compaction of the trench shall be accomplished by Methods 1, 2 or 3 as noted under article 550.07 of the Storm Sewer Section; except for trenches which may delay the placement of curb and gutter or pavement. Time is of the essence on this project. Since water jetting the trench requires a ten day waiting period to allow drying and settlement, the Contractor shall utilize Method 1, mechanical compaction on any trench that would delay the placement of curb and gutter or pavement due to a delay in waiting for the trench to dry and settle. The cost for compaction shall be included in the unit price bid per cubic yard for Trench Backfill and no additional compensation shall be allowed regardless of compaction method used.

#### TOPSOIL EXCAVATION AND PLACEMENT

Revise Article 211.07(b) to read: In cut and fill sections, all disturbed areas not improved with pavement, sidewalks or shoulders will require a minimum of 4 inches of topsoil. Topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way or other approved location for Topsoil Placement. Excavating and stockpiling of suitable material will be considered as Earth Excavation and measured and paid for as EARTH EXCAVATION. Any holes or depressions made while excavating topsoil from within the project site shall be filled and graded by the Contractor. No additional compensation shall be allowed for filling holes due to topsoil excavation.

The Contractor shall stockpile the quantity of topsoil sufficient for the project plus 10% contingency. Any excess topsoil beyond this quantity shall become the property of the Contractor and be removed from the site. The 10% contingency quantity of topsoil shall remain on site until all topsoil placement for the project has been completed, after which any remaining topsoil shall become the property of the Contractor and be removed from the site. If additional topsoil material is needed, the Contractor shall furnish topsoil material from offsite. Any offsite material shall be tested according to Article 1081.05(a).

Prior to placing the topsoil material, the top 2" of the surface receiving the topsoil shall be disked sufficiently to reduce the soil compaction to less than 85%. Surfaces that become hardened or crusted after the initial disking shall be re-disked, raked or otherwise broken up to provide a bond with the lift of topsoil to be applied as specified in the Standard Specifications.

All costs associated with placing Topsoil in the areas designated on the plans will be paid for at the contract unit price bid per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT.

#### MAIL BOXES TO BE MOVED

Mail Boxes shall not be moved other than laterally without the permission of the Engineer and Postal Authority. Mail Boxes or posts broken or damaged during moving shall be replaced or repaired to their original condition at the Contractor's expense. The Contractor shall provide a temporary location for the delivery of mail while the road is under construction.

During the time that construction will block existing driveways along Raab Road, the Contractor shall remove the mailboxes between Sta. 333+61.37 and 357+40.56 and move all mailboxes to a single accessible location along the south side of Raab Road between Sta. 358+00 and Sta. 359+00. Prior to opening Raab Road to traffic all mailboxes shall be reinstalled to the proximity of their original location and as determined by the Engineer.

This work will not be paid for separately but shall be considered as included in the unit price per cubic yard for Earth Excavation, and no additional compensation will be allowed.

#### TEMPORARY EROSION CONTROL

Temporary erosion control systems and maintenance shall be the responsibility of the Contractor. The Contractor shall follow the Erosion Control Plan as shown in the plans and in these special provisions. Systems utilized for temporary erosion control shall be in accordance with Section 280 of the Standard Specifications and the latest revision of Standard 280001. Inlet and Pipe Protection shall be placed at all pipes and inlets, and Perimeter Erosion Barrier and Temporary Ditch Checks shall be placed to prevent silt from leaving the project limits. Inlet Filters shall be placed as the Inlet and Pipe Protection in all gutter inlets. The Inlet Filters shall be of a non-woven geotextile catch bag type that fits inside the casting, held in place by the casting grate and be of high permeability,  $\geq 100$  gal/min/ft<sup>2</sup>. Stabilized Construction Entrances shall be constructed to limit or eliminate any tracking of soil onto existing pavement. Estimated quantities for these items have been included in the Summary of Quantities. No change in the contract unit price will be allowed for additions or deletions from the estimated quantities. Payment will only be made for items satisfactorily installed, maintained, and removed.



The erosion control devices shall be installed before commencing construction and shall be removed after complete grass cover is established. Upon completion of the project, temporary materials used for temporary erosion control shall be removed by the Contractor and become the property of the Contractor. The Contractor shall also be responsible for cleaning, maintaining and replacing the Temporary Erosion Control items during this project as needed or as requested by the Engineer and prior to acceptance of the project. Additional payment will not be made for maintenance or necessary replacement of Temporary Erosion Control items that may be required during this project.

The Contractor shall certify and follow the Storm Water Pollution Prevention Plan (SWPPP) included with these Special Provisions. Signed copies of the Contractor Certification Statement included with the SWPPP for the Prime Contractor and all Sub-contractors along with other documentation as required in the SWPPP shall be provided to the Town and the Engineer at the Preconstruction Meeting.

#### STABILIZED CONSTRUCTION ENTRANCE

This work consists of furnishing, installing, maintaining and removing Stabilized Construction Entrances at the entrance or exit of construction traffic from areas of construction activity onto paved surfaces at locations indicated by the Engineer.

All work shall be performed in accordance with Section 280 of the Standard Specifications, the Natural Resources Conservation Service's Illinois Urban Manual (Practice Standard - Code 930) and these Special Provisions. Any excavation necessary to install the aggregate for the stabilized construction entrance shall be included in the unit price bid for the entrance. The Stabilized entrance shall be a minimum of seventy (70) feet long, fifteen (15) feet wide and eight (8) inches thick of aggregate. The aggregate shall be either CA 1, CA 2, CA 3, or CA 4 and shall be placed on Geotechnical Fabric for Ground Stabilization. All materials, labor, and equipment necessary to excavate as required and furnish and place the fabric and aggregate shall be included in the unit price bid per square yard. The Contractor shall sweep all construction debris and dirt off the existing pavement leading from the construction site on a daily basis after construction activities are completed for the day. Sweeping the pavement shall be included in the unit price bid for stabilized Construction Entrance. Washing or hosing the debris to an adjacent inlet will not be allowed.

This work shall be measured in feet of length and width and the area computed in square yards. This work shall be paid at the contract unit price bid per square yard for STABILIZED CONSTRUCTION ENTRANCE.

#### SEEDING

All areas disturbed by the Contractor shall be seeded in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction except as specified herein. Mulch, Method 2 shall be applied in accordance with Section 251 of the Standard Specifications.

A uniform two (2) inch stand of grass over all disturbed areas will be required on all disturbed areas to be seeded prior to final acceptance, including ditch flow lines. The Contractor shall be paid only one time for seeding, fertilizer and mulch. The Contractor shall provide additional re-seeding, fertilizer and mulch as necessary if the initial seeding does not provide adequate

results. This work shall not be paid for separately but shall be included in the cost of the respective seeding, fertilizer and mulch pay items.

Section 250 of the Standard Specifications except as specified above shall govern measurement and payment for SEEDING, of the Class specified, and the various fertilizer nutrients. Section 251 of the Standard Specifications except as specified above shall govern measurement and payment for MULCH, METHOD 2.

#### EXPLORATION TRENCH 52-INCH

The contractor shall use Exploration Trench 52-Inch as designated by the Engineer, to determine the location of existing field tiles. This work shall be paid at the contract unit price bid per foot of EXPLORATION TRENCH-52 INCH. Field tile shall be repaired in accordance with Section 611 of the Standard Specifications Treatment of Existing Field Tile Systems.

#### CONNECTION INTO EXISTING OR PROPOSED DRAINAGE STRUCTURES

This work shall include all labor, material and equipment necessary to satisfactorily complete the connection as shown in the plans and as determined by the Engineer. A Concrete Collar shall be constructed in accordance with the detail as shown on the plans where storm sewer, or pipe culverts of differing pipe types connect or where new storm sewer, or pipe culverts connects to existing storm sewer or pipe culverts. The price for connecting the existing or proposed drain tile or sewer into the existing or proposed sewer structures, sewers or field tile shall not be paid for separately, but shall be included in the work for the respective sewer or drainage structure.

#### STORM SEWERS (SPECIAL)

This work shall be performed in accordance with Section 611 of the Standard Specifications. All field tile repairs shall be made with Storm Sewers, Special as noted in Section 611 and concrete collars as detailed in the plans or other approved connections and fittings. Additionally, Storm Sewer, Specials shall be PVC Pipe SDR 26 a minimum of two inches (2-in.) diameter larger than the existing tile line.

This work shall include all Storm Sewers, Special fittings, connections to existing or proposed storm sewer system, collars, Miscellaneous Concrete and other material, labor and equipment necessary to reconnect the existing tile or sump drain line system. This work shall be measured and paid for at the contract unit bid price per foot for STORM SEWERS, SPECIAL of the size specified.

Quantities for Storm Sewers, Special have been estimated. No change in unit price will be allowed for additions or deletions of the quantity listed.

### PROCESSING MODIFIED SOIL

This work shall consist of the construction of a lime-modified soil layer as described in Section 302 of the Standard Specifications, except as modified herein.

The Contractor shall strictly abide by the third paragraph of Article 302.07 which states "Dry modifiers shall not be applied when wind conditions are such that blowing modifier becomes objectionable to adjacent property owners or creates a hazard to traffic on adjacent highways, as determined by the Engineer." The Town Engineer will be the judge of adequate weather conditions.

Dumping of lime from trucks will not be allowed. The lime shall be spread using a pneumatic spreader to restrict the possibility of blowing lime.

Revise Article 302.04 by adding:

The depth of treatment shall be based on proof rolling and soil strength (cone index). Proof rolling shall consist of running a loaded tandem truck over the subgrade.

Revise Article 302.08 by adding the following:

Mixing. The modifier, soil, and water (if necessary) shall be thoroughly blended by rotary speed mixers. The mixing shall continue until it has been determined by the Engineer that a homogeneous layer of the required thickness has been obtained. A disc harrow may be used to supplement the mixing by the rotary mixer.

Add to Article 302.10 Finishing:

After adequate compaction is obtained, no construction equipment will be permitted on the finished subgrade for a period of 3 days, after which only equipment used for grading prior to placement of paving materials will be permitted.

### LIME MODIFIED SOILS OMISSIONS

Processing of the Lime Modified Soils shall terminate at the faces of storm sewer lateral trenches as shown in the plans. Twelve inches of compacted CA 6 shall be placed over the trench backfill material as indicated on the typical sections and the detail in the plans.

This work will not be paid for separately but shall be considered as included in the unit price per cubic yard for Trench Backfill, and no additional compensation will be allowed.

### PORTLAND CEMENT CONCRETE PAVEMENT 8" (SPECIAL)

This work shall be performed in accordance with Section 420 of the Standard Specifications and as noted herein. Sawed transverse joints shall not be greater than 13.5 feet apart and shall conform to the details in the plans. All equipment and labor required to perform the necessary jointing operation shall be available to begin sawing no later than 4 hours after the paving operation begins. Said operation shall start 4 hours after paving begins unless raveling occurs. The Contractor shall provide the necessary equipment and labor needed to carry on the sawing at the same rate per

longitudinal foot as the paving operation. The contractor shall replace saw blades as needed and coordinate timing of sawing so raveling does not occur.

The Contractor shall stop the paving operation at 4:30 P.M. unless approved otherwise by the Engineer. Sawing shall continue at the same rate as stated above until sunset. If joints are not completed by sunset, sawing shall commence at sunrise and continue at the same rate as the previous day until all joints are complete. All costs shall be included in the cost of Portland Cement Concrete Pavement (Special) - 8".

Trucks and mixer trucks will be allowed to operate on the subgrade and subbase; however, should subgrade or subbase show any sign of distress, all operations will cease until these items are corrected to the satisfaction of the Engineer. Any subgrade or subbase distressed by trucks and mixer trucks shall be repaired at the Contractor's expense. If the distress is excessive in the opinion of the Engineer, the Contractor shall provide alternative means for delivering concrete at his/her own expense. No additional compensation shall be allowed.

Curb and gutter is to be formed in a separate operation from the pavement. Monolithic curb will not be permitted.

All joints, including transverse joints, shall be sealed with Hot Poured Joint Sealer meeting the requirements of Article 1050.02 of the Standard Specs.

All epoxy coated tie bars shall be installed according to the typical sections and Standards in the plans and shall be included in the cost of the Pavement.

Final finish shall be Type B, except burlap drag or light broom may be substituted for the artificial turf drag. Surface testing shall be in accordance with Section 407 of the Supplemental Specifications except that the pavement shall be treated as Miscellaneous Pavement and a sixteen (16) foot straightedge set to a ¼ inch tolerance shall be used for surface testing. The Percent within Limits method will be used to determine the tolerance in thickness per Article 407.10 (a) of the Standard Specifications, with the exception that the TPF (Total Pay Factor) for the pavement shall not exceed 100 percent.

This work shall include all saw joints, hot applied joint sealer, expansion joints and concrete connector pad, and all work to complete in place. All work shall be included in the contract unit price bid per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 8" (SPECIAL).

Uncontrolled cracking of concrete pavement is considered to be the Contractor's responsibility of work. The Contractor shall remove all panels which have uncontrolled cracking and replace the work to the condition required by contract and shall bear all the expense and costs to do so. The pavement will be repaired prior to Final Acceptance according to Article 420.05(c)(1)(c), (d), and (e).

Opening the roadway to traffic does not relieve the Contractor of the responsibility of repairing the uncontrolled cracking by the method of removal and replacement. The Contractor is responsible for all pavement until Final Acceptance of the project.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

This work shall be performed in accordance with Section 423 of the Standard Specifications and as noted herein. Where shown on the plans, driveway pavement shall be removed and replaced with concrete pavement. Thickness shall be as indicated but in no case shall be less than 6 inches. Edges shall be cut with a saw prior to removal and/or replacement. Sawed transverse and longitudinal joints shall conform to the following table:

<u>Driveway Width at Widest Point</u>	<u>No. of Longitudinal Saw Cuts</u>
0 - 12'	0
12' - 24'	1
24' - 36'	2

  

<u>Maximum Driveway Length</u>	<u>Number of Transverse Saw Cuts</u>
0 - 12'	0
12' - 24'	1

The sawed joints shall be spaced evenly throughout the driveway. The sawed joints shall be 1/8 inch wide with a minimum depth of one-fourth the pavement thickness. All transverse and longitudinal joints shall be sealed with gray colored material meeting the requirements of Article 1050.03 of the Standard Specifications.

Three-quarter inch thick expansion joints shall be placed between driveway pavement and sidewalks (on both sides) and between driveway pavement and curb and gutter.

All costs to perform this work shall be included in the contract unit price bid per square yard for P.C.C. DRIVEWAY PAVEMENT of the thickness noted.

EXPANSION JOINTS

Expansion Joints shall be placed at 50-foot intervals and between pours in sidewalks. Expansion Joints shall be placed at RPC's, P.C.'s and P.T.'s in curb and gutter and pavement and at maximum 1,000 foot intervals and as shown on the plans. Joints in pavement and curb and gutter shall be made with 1-inch thick bituminous pre-formed joint filler meeting the requirements of Article 1051.03 of the Standard Specifications. The cost of the expansion joints shall be included in the contract unit bid per square foot for sidewalk, per foot for curb and gutter and per square yard for pavement.

Expansion joints abutting existing pavement shall be constructed per Highway Standard 420001, except epoxy coated dowels will be drilled and grouted and 1-inch thick bituminous pre-formed joint filler shall be used. All other expansion joints in pavement shall be supported by a concrete connector pad, per the detail in the plans. The connector pad and expansion joint shall not be paid for separately but shall be included in the cost bid per square yard for pavement.

#### PORTLAND CEMENT CONCRETE SIDEWALK

Section 424 of the Standard Specifications shall govern all construction of Portland Cement Concrete Sidewalk. All sidewalks shall be 4-inches thick except at all driveways where sidewalk shall be thickened to 6-inches at field entrances and 8-inches at private and commercial entrances. This work will be paid for at the contract unit price per square foot bid for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness noted.

#### CURB RAMPS FOR SIDEWALKS

Curb ramps for sidewalks shall be provided at all proposed intersections of curb and sidewalk. This work shall be performed in accordance with Standard 424001-08. Curb ramps for sidewalks shall be paid at the contract unit price per square foot bid for P.C.C. Sidewalk 4".

#### STEEL CASINGS 24"

This work shall consist of furnishing and placing steel casings as noted and shown on the plans. The steel casing shall be installed by trenching and supporting the existing 16" water main. Water service shall not be interrupted at any time.

Steel casing pipe shall meet the physical characteristics of ASTM A53, Grade B or ASTM A139, Grade B. Wall thickness shall be 0.375" minimum. A split steel casing with horizontal seams welded together shall be used in order to maintain uninterrupted water service.

Casing spacers shall be installed according to the plans and shall be Cascade Waterworks Manufacturing model CCS or approved equivalent.

Exterior coating of the steel casing pipe shall be multiple coats of heavy duty coal tar base built up to 30 mils total dry thickness applied with coating manufacturer's recommendations.

Joints in steel casing pipe shall be welded in accordance with AWWA C206. Joints shall be lined with coat tar after welding is completed.

End seals shall be used per the detail in the Plans and securely fastened with SST clamps. The end seal shall be 1/8" thick (min.) rubber, Cascade Waterworks Manufacturing Model CCES, or approved equal.

All labor, equipment, material, and work necessary to excavate the existing water main, weld the casing, seal the ends of the casing, backfill, and restore the area to its original condition shall be included. The ends of the casing pipe shall be sealed in a manner suitable to the Town of Normal Water Department. Before starting the encasing operation, the Contractor shall notify the Director of Water or the Town Engineer and have the method approved.

This work shall be measured in horizontal feet from end of casing pipe to end of casing pipe installed. This work shall be paid for at the contract unit price bid per Foot for STEEL CASINGS 24".

PIPE CULVERT OR STORM SEWER GRADE CHANGE

The Contractor shall be aware that at times the Engineer may require a change in storm sewer or pipe culvert elevation due to a utility or other obstruction. If such a grade change does not alter the pipe type, any additional excavation, sheeting, or shoring required shall be considered included in the cost of the storm sewer or pipe culvert. However, if the revised grade results in a change in pipe type, as set forth in Article 542.03 and Article 550.03 of the Standard Specifications, payment will be for the revised type of pipe culvert or storm sewer.

STORM SEWERS OR PIPE CULVERTS, CLASS A

All Storm Sewers or Pipe Culverts Class A shall be reinforced concrete culvert storm drain and sewer pipe, AASHTO M-170. Joints shall be mastic and the bedding shall be as shown on the plans.

Storm sewers installed near any of Ameren's power poles shall have the trench backfilled and compacted the same day as it is excavated. See the Special Provision for Excavation Near Power Poles.

STORM SEWERS, DUCTILE IRON

This work shall consist of furnishing and installing storm sewers with ductile iron pipe. In cases where a storm sewer crosses over the top of a water main or proper separation cannot be provided, the Contractor shall construct the sewer as outlined in Division IV, Section 41-2.01C of the most current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

All work pertaining to these items shall be done in accordance with Section 550 of the Standard Specifications except as follows:

The storm sewer pipe shall be Ductile Iron and may be Class 50 or Class 52. This work shall be paid at the contract unit price bid per foot for DUCTILE IRON PIPE STORM SEWER of the diameter specified.

ROCK FILL

Description. This work shall consist of the furnishing and placement of rock fill where unstable and/or unsuitable materials have been removed below the plan bedding grade of proposed precast concrete box culvert sections. This work shall be done as shown on the plans and as directed by the Engineer.

Materials. Materials shall meet the following requirements of the Standard Specifications:

Item	Section
CA 07 and CA 11	1004
Rock fill	1005

The gradation of rock fill shall be selected based on the following table:

Rock Fill Layer Thickness	Rock Fill Gradation	Minimum Cap Thickness
Less than 3 feet	Gradation #1 See below for description	3 inches
3 feet or Greater	Primary Crusher Run or Shot Rock*	3 inches

\* Dimensions shall not exceed 18 inches.

Gradation #1:

Material: Crushed Stone, Crushed Slag, Crushed Gravel, and Crushed Concrete

Sieve Size	Option 1 Percent Passing*	Option 2 Percent Passing*
5 inches	100	100
4 inches	85+15	85+15
2 inches	60+20	45+25
1 inch	45+20	10+10
#4	20+10	
#200	5+5	2+2
	Note 1	Note 2
* A dry gradation will be sufficient to fulfill the #200 specification.		

Note 1: Geotextile fabric having a minimum weight of 6 oz/sq yd and meeting the requirements of Article 1080.02 of the Standard Specifications may be necessary dependent upon subgrade soil conditions. The Engineer shall make the determination if Geotextile utilization is necessary.

Note 2: Geotextile fabric having a minimum weight of 6 oz/sq yd and meeting the requirements of Article 1080.02 of the Standard Specification shall be used as a separation layer.

Construction Requirements. Unstable and unsuitable soil shall be excavated according to Article 502.12 of the Standard Specifications. Rock fill shall be placed following the excavation of the unstable and/or unsuitable material. No compaction of rock fill is required. The rock fill shall be capped with material meeting the requirements of CA 07 or CA 11.

The fabric, if required, shall be installed according to the applicable portions of Section 210 of the Standard Specifications.

Method of Measurement. Rock fill will be measured for payment per cubic yard.

Geotextile fabric will be measured for payment according to Article 210.05 of the Standard Specifications.

Basis of Payment. Rock fill will be paid for at the contract unit price per cubic yard for ROCK FILL.



Geotextile fabric will be paid for according to Article 210.06 of the Standard Specifications. When the contract does not contain a pay item for the fabric and this item is required, it will be paid for according to Article 109.04 of the Standard Specifications.

Box culverts, removal and disposal of unstable and unsuitable materials, porous granular bedding material, and the excavation required for bedding will be paid for according to Section 540 of the Standard Specifications.

#### PRECAST CONCRETE BOX CULVERTS, 8'x4' (SPECIAL)

This work shall consist of furnishing and installing the precast concrete box culverts according to the applicable portions of Section 540 of the Standard Specifications. All precast concrete box culverts shall be produced according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Products".

The precast concrete box culverts shall be designed according to the AASHTO LRFD Specifications, as shown on the structure plans.

Shop drawings for the precast concrete box culverts shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The supplier selected by the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

Method of Measurement. Precast concrete box culverts will be measured in feet. The overall length shall be measured from out to out of culvert along the centerline of the structure. Mechanical connectors between precast units will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot for PRECAST CONCRETE BOX CULVERTS, 8'X4' (SPECIAL) of the size specified.

The cost of specified cast-in-place concrete elements will not be included in this item but will be paid for separately.

#### MANHOLES

This work shall consist of furnishing and installing manholes as noted on the plans all in accordance with Section 602 of the Standard Specifications. The Contractor's attention is called to article 602.15 Basis of Payment which states "...which price shall include..., steps and flat slab tops, ..." If flat slab tops are required to complete the manhole construction, they shall be included in the contract unit price per each bid for the manhole and no additional compensation shall be allowed.

Castings shall be set in full mortar beds 1" thick or less. Adjusting rings shall be used for any adjustment of 1" or greater. Adjusting rings shall be set using mastic and mortar. First a bead of mastic shall be placed in the middle of the adjusting ring. Then mortar shall be placed on each side of the mastic prior to setting the adjusting ring. The inside of the inlet and casting junction shall be "finished" when the casting is set.

#### INLET TYPE SPECIAL WITH SPECIAL FRAME AND GRATE

This work shall consist of furnishing and installing Inlets Type Special with a Special Frame and Grate as shown on the details in the plans. The contract unit price bid per each for Inlet Type Special With Special Frame and Grate shall include all labor, materials and equipment required to furnish and construct the inlet in accordance with the details as shown on the plans. Sections 602 and 604 of the Standard Specifications shall govern the construction of the Inlet and the Special Frame and Grate. The Special Frame and Grate (previously known in the Town of Normal as a Type 50) is intended to be used on curb inlets and shall be a Neenah R-3246 or equivalent. Only cast iron grates shall be used. The Special Frame and Grate shall be a bicycle safe grate. Connection of existing storm sewers, where required, to the Inlet Type Special shall be included in the contract unit price.

Castings shall be set in full mortar beds 1" thick or less. Adjusting rings shall be used for any adjustment of 1" or greater. Adjusting rings shall be set using mastic and mortar. First a bead of mastic shall be placed in the middle of the adjusting ring. Then mortar shall be placed on each side of the mastic prior to setting the adjusting ring. The inside of the inlet and casting junction shall be "finished" when the casting is set.

This work shall be paid for at the contract unit price bid per Each for INLET TYPE SPECIAL WITH SPECIAL FRAME AND GRATE.

#### COMBINATION CONCRETE CURB AND GUTTER

This work shall be performed in accordance with Section 606 of the Standard Specifications, the plan details, and as noted herein. Proposed curb and gutter work shall be in accordance with the latest version of Standard 606001 including dowel bar placement. The existing subgrade and base course shall be graded, leveled, and thoroughly compacted. The subgrade and proposed aggregate base course where shown on the plans under and behind the proposed curb shall be required to pass a test roll prior to new curb being placed. The Combination Concrete Curb and Gutter shall be sawed or scored at intervals coinciding with the joint intervals of the adjoining concrete pavement. Expansion joints in curb and gutter shall correspond to the location of expansion joints in adjoining concrete pavement. If adjacent pavement is not concrete pavement, maximum spacing of saw joints shall be 15 feet. Expansion joints with dowel bars in curb and gutter shall be placed at all RPC's and all construction joints as shown on plan details. The minimum joint depth of the gutter shall be 2 inches and on the curb shall be 1 inch. Two No. 4 reinforcing bars shall be placed across all water, sewer, or other utility service trench crossings. These bars shall be a minimum of 10 feet long and shall be long enough to obtain at least 2 feet of embedment on either side of the trench.

The sawing of the curb and gutter shall commence within four hours of the start of placing concrete unless otherwise approved by the Engineer. Sawing shall continue until all the joints are completed or until sunset, whichever comes first. If all joints are not completed by sunset, sawing shall commence at sunrise and continue to completion. The Contractor shall replace sawing blades as needed and coordinate timing of sawing so raveling does not occur.

All costs shall be included in the contract unit price bid per foot for COMBINATION CONCRETE CURB AND GUTTER, of the type specified.

CLASS SI CONCRETE (OUTLET)

This work shall consist of furnishing and installing concrete Class SI for outlets to concrete curb and gutter in accordance with District 5 Detail No. 60600095A. All labor, material and equipment required to construct the inlet or outlet at the end point of the proposed curb and gutter as shown in the plans and in accordance with the applicable articles of Section 606 of the Standard Specifications shall be included in the price bid per Cubic Yard for CLASS SI CONCRETE (OUTLET).

CONCRETE COLLAR

This work shall consist of furnishing and installing concrete collars in accordance with the detail as shown on the plans where Storm Sewer Ductile Iron connects to Storm Sewer, Class A or other Class or proposed storm sewer connects to existing storm sewers. This work shall not be paid for separately. All costs for this collar shall be included in the contract unit price bid per foot for the various storm sewer sizes.

FIRE HYDRANTS TO BE ADJUSTED

This work shall consist of adjusting existing fire hydrants in the vertical direction as noted on the plans or as requested by the Engineer. All work shall be performed in accordance with The Standard Specification for Sewer and Water Main Construction in Illinois, latest edition, "The Town of Normal "Recurring Special Provisions for Water Main Improvements" and these Special Provisions. Any new Ductile Iron Pipe Water Main and fittings necessary to complete the reinstallation of the fire hydrant shall be included in the contract unit price bid per Each for FIRE HYDRANTS TO BE ADJUSTED. No additional compensation shall be allowed.

PAVEMENT MARKING REMOVAL

This work shall be performed in accordance with Section 783 of the Standard Specifications except that grinding of the pavement shall not be allowed.

AGGREGATE FOR TEMPORARY ACCESS

This work shall include all materials, equipment, labor and work (including excavation, furnished excavation, embankment, and restoration) to furnish, install, maintain, and remove temporary aggregate for access, temporary crossings, temporary entrances, and temporary sidewalk, as necessary. Material shall be CA-06 or RAP millings and shall be compacted to the satisfaction of the Engineer. Locations and utilization of this work will be determined by field conditions at the sole discretion of the Engineer. The temporary aggregate thickness shall be six (6) inches at residential sidewalks and driveways and eight (8) inches at street crossings. During inclement weather and when requested by the Engineer, Aggregate for Temporary Access may also be used for access as required for construction staging. An estimated quantity is included in the contract and no change in unit price shall be allowed due to additions or deletions on the contract quantity. No payment will be made for Aggregate for Temporary Access that is placed without the prior review of the Engineer.

The Contractor shall be responsible to maintain the Aggregate for Temporary Access location areas during the duration of the construction period. Additional aggregate material required for

maintenance shall be paid for as Aggregate for Temporary Access if approved by the Engineer prior to placement.

Upon completion of the proposed construction, any aggregate remaining shall be removed from the site by the Contractor prior to topsoil placement. No additional payment shall be made for removal, excavation, transportation, or disposal of this aggregate material. Topsoil placement, fertilizing, seeding, and other necessary restoration of the areas, if required, will be measured and paid for separately.

This work will be measured in place per ton for material actually utilized for temporary aggregate widening for access, temporary crossings, temporary entrances, and temporary sidewalk and paid at the contract unit price bid per ton for AGGREGATE FOR TEMPORARY ACCESS.

#### TRAFFIC CONTROL AND PROTECTION (SPECIAL)

This work shall consist of providing traffic control and protection and detour signing on the existing Raab Road, Airport Road, Fort Jesse Road and Towanda Barnes Road in accordance with the applicable portions of Articles 107.9, 107.14, 107.15, 107.29, Sections 701 and 702 of the Standard Specifications, the detailed drawings included in the plans and as determined in the field. It is the intent of the contract to complete all construction of Raab Road under road closed conditions except for final grading and seeding. Any work that is not completed under road closed conditions shall be performed using the appropriate traffic control Highway Standard for each particular type of work. When the road is closed to through traffic, local residents and businesses shall be allowed access. It is the intention of the Town to allow all local residents and businesses access to their respective properties during construction without interruption, which may require staging during specific aspects of construction.

Traffic Control and Protection (Special) shall include providing all materials, signs, barricades, flaggers, labor and other control necessary to perform the work including all signing for Standards 701006-05, 701201-04, 701501-06, 701606-10, 701901-04, BLR 21-9, BLR 22-7. These Standards are included in the contract to allow for landscaping to be completed after road closed conditions are removed. Landscaping work requiring a lane closure or equipment on the roadway will not be permitted between 7:00 A.M. to 8:30 A.M. and 3:15 P.M. to 5:00 P.M. on days when Normal Community High School is in session. Traffic Control and Protection Standards shall not be paid for separately but shall be included in the contract lump sum price bid for Traffic Control and Protection (Special).

The Contractor shall place Type III Barricades across the full width of Raab Road east of the Normal Community High School east entrance and west of the entrance to the Apostolic Christian Church of Bloomington-Normal. Warning signs, as noted on Standards BLR 21-9 and BLR 22-7 and the staging plans, shall be placed ahead of the barricades.

Traffic Control and Protection (Special) shall include the placement of Type III barricades with "Road Closed" signs in accordance with Standards 701201-04, 701504-06, 701606-09, 701901-03, BLR 21-9, BLR 22-7 and the staging plans. Barricades shall be placed in accordance with Standards BLR 21-9 and BLR 22-7. Construction Ahead and Road Closed Ahead signs shall be placed by the Contractor at every intersection prior to construction for every street affected by construction.

The Contractor shall notify the Town Engineer at least 72 hours prior to any road closing so that adequate notice may be given to the media. Additionally, the Contractor shall also notify the Normal Fire Department, Normal Police Department, McLean County Sheriff's Department ESDA Emergency Services, Unit 5 School District and the U.S. Postal Services of any impending road closures.

The Contractor shall place additional traffic control whenever conditions warrant or whenever requested to do so by the Engineer.

All traffic control and protection, surveillance, signs, barricades, equipment and labor to install, maintain, relocate and remove same shall not be paid for separately but shall be included in the contract lump sum price bid for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

#### STANDARDS IN THE PLANS

The Standards with the revision number listed in the Index to Sheets included in the plans shall hold precedence over Standard Numbers listed elsewhere in the plans or Special Provisions for this contract.

#### DAMAGE TO NEW OR EXISTING STRUCTURES OR PROPERTY

If damage is done to new or existing structures or property during construction of the proposed improvement, they shall be replaced or repaired in a satisfactory manner by the Contractor at his/her own expense. The replacement or repair method shall be reviewed by the Engineer and approved by the Town prior to replacement or repair.

#### UTILITIES

The utility companies have been notified of the impending project and the plans indicate the general location of the utility main lines. The Contractor shall have the responsibility before any construction work has begun, of obtaining from all utilities the exact location of any underground facilities in the area of construction, whether indicated on the plans or not. The Contractor, at his own expense, shall be required to obtain actual locations and depths of any utilities not provided by the utility companies and shall take proper precautions to prevent damage or interruption of the utilities. Any facilities disturbed by the Contractor shall be restored by him/her at his/her own expense. The Contractor shall coordinate with the proper utility the relocation of any facility designated on the plans or deemed necessary to be relocated by the Engineer in order to complete construction of the project. Special attention is called to Article 107.31. Residents shall be notified of impending service outages and no residence shall be without service overnight.

The Contractor is hereby notified that the proposed storm sewer trench is within a close proximity to the Ameren power pole line. See the Excavation Near Power Poles Special Provision for information regarding the protection of these facilities.

The contractor is hereby notified that the gas main running in the Right-of-Way North of Raab Road is a high pressure main, and extreme caution is required when working near the main. The contractor shall submit information regarding equipment which maybe operating over top the main. All equipment must be reviewed and approved by NICOR or their representative prior to use around

the high pressure gas main. Track type equipment which distributes the weight of the machine more evenly on the ground will more readily be approved. All equipment information shall be submitted to NICOR for review with a copy to the Town.

<b>Utility Co. &amp; Contact</b>	<b>Adjustment</b>	<b>Status of Adjustment</b>
Frontier Communications (Janet Hall )	Fiber optic and 2 copper lines cross Raab Road between Sta. 343+00 and Sta. 344+00 and will require relocation.	unknown
Comcast Communications (Tim Helphinstine)	*None known at this time	unknown
Ameren Illinois Power (Marty Behrens)	*None known at this time	unknown
Ameren Transmission (Michael Kurecki)	*None known at this time	unknown
NICOR Gas Co. (Ed Vanscoit)	An adjustment of the 6" high pressure gas main is being considered at the box culvert location.	NICOR Gas Co. is investigating the need for relocation.
Combelt Energy (Ron Hopkins)	*None known at this time	unknown
CIRBN (John Bachtold)	*None known at this time	unknown
Town of Normal Water Department (Steve Gerdes)	*None known at this time	unknown

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS

Whenever a question arises regarding the existence or location of a buried utility, call the toll free J.U.L.I.E. telephone number, 1-800-892-0123, before starting excavation. Allow 48 hours for other than emergency assistance.

COMMITMENTS

There are no formal commitments for this project. However, all property owners have been told that the access to their properties will be maintained during construction. The staging plans were designed to accommodate access.



# Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.*

For Office Use Only

### OWNER INFORMATION

Permit No. ILR10 \_\_\_\_\_

Company/Owner Name: Town of Normal  
Mailing Address: 305 S. Linden St. Phone: 309-454-9574  
City: Normal State: IL Zip: 61761 Fax: \_\_\_\_\_  
Contact Person: Gene Brown, P.E. E-mail: gbrown@normal.org  
Owner Type (select one) City

### CONTRACTOR INFORMATION

MS4 Community:  Yes  No

Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### CONSTRUCTION SITE INFORMATION

Select One:  New  Change of information for: ILR10 \_\_\_\_\_  
Project Name: Town of Normal Raab Road County: McLean  
Street Address: Raab Road City: Normal IL Zip: 61761  
Latitude: 40 31 54 Longitude: 88 54 27 18 & 19 T24N R3E  
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range  
Approximate Construction Start Date Mar 1, 2016 Approximate Construction End Date Aug 31, 2016

Total size of construction site in acres: 5.2  
If less than 1 acre, is the site part of a larger common plan of development?  
 Yes  No

Fee Schedule for Construction Sites:  
Less than 5 acres - \$250  
5 or more acres - \$750

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?  Yes  No

(Submit SWPPP electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov))

Location of SWPPP for viewing: Address: \_\_\_\_\_ City: \_\_\_\_\_  
SWPPP contact information: \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Project inspector, if different from above \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_  
Inspector's Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

26

**TYPE OF CONSTRUCTION (select one)**

Construction Type Transportation

SIC Code: \_\_\_\_\_

Type a detailed description of the project:

This project will be reconstruction of Raab Road from east of Normal Community High School to west of Towanda Barnes Road including P.C. Concrete Pavement, Combination Concrete Curbs & Gutters, Storm Sewer, Earthwork, and necessary appurtenances.

**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency     Yes     No

Endangered Species                 Yes     No

**RECEIVING WATER INFORMATION**

Does your storm water discharge directly to:  Waters of the State    or     Storm Sewer

Owner of storm sewer system: \_\_\_\_\_

Name of closest receiving water body to which you discharge: Tributary to Money Creek

Mail completed form to: Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

*Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))*

\_\_\_\_\_  
Owner Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

27



**INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM**

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

***This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:***

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

**Reports must be typed or printed legibly and signed.**

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

**NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov) When submitting electronically, use Project Name and City as indicated on NOI form.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**  
**NOTICE OF TERMINATION (NOT)**  
**OF COVERAGE UNDER THE GENERAL PERMIT**  
**FOR STORM WATER DISCHARGES**  
**ASSOCIATED WITH CONSTRUCTION SITE ACTIVITIES**

Please use the tab or arrow keys

**OWNER INFORMATION**

NAME:	LAST Town of Normal	FIRST	MIDDLE	OWNER TYPE:	PRIVATE City
MAILING ADDRESS:	305 S. Linden St.				
CITY:	Normal	STATE:	IL	ZIP:	61761
CONTACT PERSON:	Gene Brown, P.E.			TELEPHONE NUMBER:	AREA CODE 309 NUMBER 454-9574

**CONTRACTOR INFORMATION**

NAME:	LAST	FIRST	MIDDLE	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:				CITY:	STATE:	ZIP:

**CONSTRUCTION SITE INFORMATION**

FACILITY NAME:	Town of Normal Raab Road	OTHER NPDES PERMIT NOS.:	I	L	R	1	0						
FACILITY LOCATION:	Raab Road east of Normal Community High School to west of Towanda Barnes Road.												
CITY:	Normal	STATE:	IL	ZIP:	61761	LATITUDE:	40	31	54	LONGITUDE:	88	54	27
COUNTY:	McLean	SECTION:	18 &	TOWNSHIP:	T24N	RANGE:	R3E						

DATE PROJECT HAS BEEN COMPLETED AND STABILIZED:
-------------------------------------------------

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES permit.

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MAIL COMPLETED FORM TO:  
 (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
 DIVISION OF WATER POLLUTION CONTROL  
 ATTN: PERMIT SECTION  
 POST OFFICE BOX 19276  
 SPRINGFIELD, ILLINOIS 62794-9276

<b>FOR OFFICE USE ONLY</b>	
LOG:	
PERMIT NO. ILR10	_____
DATE:	

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

## GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

- Submit completed forms to:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
217/782-0610

- Reports must be typed or printed legibly and signed.
- NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.
- Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- Final stabilization has occurred when:
  - (a) all soil disturbing activities at the site have been completed
  - (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures,
  - (c) or equivalent permanent stabilization measures have been employed.



Route Raab Road
Section 14-00252-00-RP
County McLean

Marked Rte. F.A.U. 6435
Project No. M-5227(057)
Contract No. 91522

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Gene Brown
Print Name
Town Engineer
Title
Town of Normal
Agency

[Handwritten Signature]
Signature
8/31/15
Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The project is Rabb Road from east of Normal Community High School to west of Towanda Barnes Road. Latitude, 40°-31'-54" Longitude, 88°-54'-27"

B. Provide a description of the construction activity which is the subject of this plan:

Clearing, earth excavation and excavation for storm sewers.

C. Provide the estimated duration of this project:

65 working days

D. The total area of the construction site is estimated to be 5.2 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 5.2 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.55

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

Flanagan silt loam, 0 to 2 percent slopes, Catlin silt loam, 2 to 5 percent slopes. Erosion Factor K 0.32 per Soil Survey moderate erosivity).

G. Provide an aerial extent of wetland acreage at the site:

N/A

H. Provide a description of potentially erosive areas associated with this project:

Any slopes steeper than 3:1.

- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

All earth excavation will expose bare earth. Slopes are to be held at 3:1 or flatter where possible. Any slopes steeper than 3:1 are subject to erosion.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Town of Normal

- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

The receiving water is a normally dry grass swale along the north side of Rabb Road. This is an unknown tributary to Money Creek.

- N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

All slopes will receive temporary erosion control seeding and ditches will be protected with temporary ditch checks. All storm sewer structures will be protected with inlet and pipe protection.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

- a. The name(s) of the listed water body:
  
- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
  
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

P. The following pollutants of concern will be associated with this construction project:

- |                                                               |                                                                                                    |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Soil Sediment             | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete                  | <input type="checkbox"/> Antifreeze / Coolants                                                     |
| <input checked="" type="checkbox"/> Concrete Truck Waste      | <input type="checkbox"/> Waste water from cleaning construction equipment                          |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify)                                                           |
| <input checked="" type="checkbox"/> Solid Waste Debris        | <input type="checkbox"/> Other (specify)                                                           |
| <input checked="" type="checkbox"/> Paints                    | <input type="checkbox"/> Other (specify)                                                           |
| <input type="checkbox"/> Solvents                             | <input type="checkbox"/> Other (specify)                                                           |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides  | <input type="checkbox"/> Other (specify)                                                           |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

- 1. Minimize the amount of soil exposed during construction activity;
- 2. Minimize the disturbance of steep slopes;
- 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
- 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

- 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
- 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- Preservation of Mature Vegetation       Erosion Control Blanket / Mulching

- |                                                                       |                                          |
|-----------------------------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Vegetated Buffer Strips                      | <input type="checkbox"/> Sodding         |
| <input type="checkbox"/> Protection of Trees                          | <input type="checkbox"/> Geotextiles     |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching                           | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify) |

Describe how the stabilization practices listed above will be utilized during construction:

Temporary erosion control seeding will be placed when work in an area is completed.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Permanent seeding will be placed as soon as construction is completed.

- C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

- |                                                                   |                                                  |
|-------------------------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier     | <input type="checkbox"/> Rock Outlet Protection  |
| <input checked="" type="checkbox"/> Temporary Ditch Check         | <input checked="" type="checkbox"/> Riprap       |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection  | <input type="checkbox"/> Gabions                 |
| <input type="checkbox"/> Sediment Trap                            | <input type="checkbox"/> Slope Mattress          |
| <input type="checkbox"/> Temporary Pipe Slope Drain               | <input type="checkbox"/> Retaining Walls         |
| <input type="checkbox"/> Temporary Sediment Basin                 | <input type="checkbox"/> Slope Walls             |
| <input type="checkbox"/> Temporary Stream Crossing                | <input type="checkbox"/> Concrete Revetment Mats |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders         |
| <input type="checkbox"/> Turf Reinforcement Mats                  | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Permanent Check Dams                     | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Permanent Sediment Basin                 | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Aggregate Ditch                          | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Paved Ditch                              | <input type="checkbox"/> Other (specify)         |

Describe how the structural practices listed above will be utilized during construction:

Perimeter erosion barrier will be placed prior to construction commencing. Inlet and pipe protection will be installed immediately following storm sewer construction. A stabilized construction entrance will be constructed prior to construction beginning.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Riprap is permanent and will be maintained by the Town after construction has been completed.

D. **Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project:  Yes  No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

- E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

Riprap will be placed at storm sewer outfalls and on the upstream end of the proposed box culvert.

- F. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
  - Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization timeframe
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operations
  - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
  - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:



- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal – Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Compliance Assurance Section  
1021 North Grand East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Additional Inspections Required:

**V. Failure to Comply:**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route Raab Road Marked Rte.
Section 14-00252-00-RP Project No.
County McLean Contract No.

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
Sub-Contractor

Print Name Signature
Title Date
Name of Firm Telephone
Street Address City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

[Blank lines for listing items]

39

## **PERMANENT STEEL SHEET PILING (LRFD)**

Effective: January 31, 2012

Revised: August 17, 2012

Description. This work shall consist of furnishing and installing the permanent sheet piling to the limits and tolerances shown on the plans according to Section 512 of the Standard Specifications.

Material. The sheet piling shall be made of steel and shall be new material. Unless otherwise specified the sheeting shall have a minimum yield strength of 50 ksi (345 MPa) according to ASTM A 572. The sheeting shall be identifiable and free of bends and other structural defects. The Contractor shall furnish a copy of the published sheet pile section properties to the Engineer for verification purposes. The Engineer's approval will be required prior to driving any sheeting. All driven sheeting not approved by the Engineer shall be removed at the Contractor's expense.

The Contractor shall furnish a sheet pile section, to be used for each wall section, with a published section modulus equal to or larger than that specified on the plans.

The selection of the sheet pile section shall not relieve the Contractor of the responsibility to satisfy all details including minimum clearances, cover, reinforcement, shear stud locations, interlocking, and field cutting. Any modifications of the plans to accommodate the Contractor's selection shall be paid for by the Contractor and subject to the approval of the Engineer.

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related construction. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing construction adjacent to the sheet piling in question.

Obstructions. Obstructions shall be defined as any object (such as but not limited to, boulders, logs, old foundations, etc.) that cannot be driven through with normal driving procedures, but requires special equipment to remove the obstruction. When obstructions are encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction.

Method of Measurement. This work will be measured in place in square feet (square meters). Sheet piling associated with other work in this contract or for permanent sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment.

Obstruction mitigation shall be paid for according to Article 109.04.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for PERMANENT STEEL SHEET PILING at the location shown on the plans.

**WEEP HOLE DRAINS FOR ABUTMENTS, WINGWALLS, RETAINING WALLS AND CULVERTS**

Effective: April 19, 2012

Revised: October 22, 2013

Delete the last paragraphs of Articles 205.05 and 502.10 and replace with the following.

“If a geocomposite wall drain according to Section 591 is not specified, a prefabricated geocomposite strip drain according to Section 1040.07 shall be placed at the back of each drain hole. The strip drain shall be 24 inches (600 mm) wide and 48 inches (1.220 m) tall. The strip drain shall be centered over the drain hole with the bottom located 12 inches (300 mm) below the bottom of the drain hole. All form boards or other obstructions shall be removed from the drain holes before placing any geocomposite strip drain.”

Revise the last sentence of the first paragraph of Article 503.11 to read as follows.

“Drain holes shall be covered to prevent the leakage of backfill material according to Article 502.10.”

Revise the title of Article 1040.07 to Geocomposite Wall Drains and Strip Drains.

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:

Town of Normal

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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.

**AGGREGATE SUBGRADE IMPROVEMENT (BDE)**

Effective: April 1, 2012

Revised: January 1, 2016

Add the following Section to the Standard Specifications:

**SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.

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

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

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

**303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.

**303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

**303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).

**303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.



**303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

**"1004.06 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of subgrade material is required, gravel may be used below the first 12 in (300 mm) of subgrade.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
  - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

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

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

COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				

	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

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

80274

## COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, ITP 104 <sup>1/</sup> , % Loss max.	15	15	20	25 <sup>2/</sup>
Los Angeles Abrasion, ITP 96 <sup>11/</sup> , % Loss max.	40 <sup>3/</sup>	40 <sup>4/</sup>	40 <sup>5/</sup>	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 <sup>6/</sup>	---	2.5 <sup>7/</sup>	---
Deleterious Materials <sup>10/</sup>				
Shale, % max.	1.0	2.0	4.0 <sup>8/</sup>	---
Clay Lumps, % max.	0.25	0.5	0.5 <sup>8/</sup>	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 <sup>8/</sup>	---
Other Deleterious, % max.	4.0 <sup>9/</sup>	2.0	2.0 <sup>8/</sup>	---
Total Deleterious, % max.	5.0	6.0	10.0 <sup>8/</sup>	---
Oil-Stained Aggregate <sup>10/</sup> , % max	5.0	---	---	---

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

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

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

80360

**CONCRETE BOX CULVERTS WITH SKEWS  $\leq$  30 DEGREES REGARDLESS OF DESIGN  
FILL AND SKEWS  $>$  30 DEGREES WITH DESIGN FILLS  $>$  5 FEET (BDE)**

Effective: April 1, 2012

Revised: April 1, 2014

Revise the second paragraph of Article 540.04 of the Standard Specifications to read:

“Unless otherwise noted on the plans, the Contractor shall have the option, when a cast-in-place concrete box culvert is specified, of constructing the box culvert using precast box culvert sections when the design cover is 6 in. (150 mm) minimum. The precast box culvert sections shall be designed for the same design cover shown on the plans for cast-in-place box culvert; shall be of equal or larger size opening, and shall satisfy the design requirements of ASTM C 1577.”

80294

**CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)**

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant ..... 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T<sub>1</sub> or T<sub>2</sub>), according to ASTM C 920.”

80334

## **CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)**

Effective: January 1, 2012

Revised: January 1, 2014

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

80277

## CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

Level I Engineer of Construction  
Level II Chief Engineer/Director of Highways or Designee

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

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

80335



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

Effective: September 1, 2000

Revised: January 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 4.00 % 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 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 original 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 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 or to extend the time for award.

- (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 contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

## **EQUAL EMPLOYMENT OPPORTUNITY (BDE)**

Effective: April 1, 2015

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### "EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

STATE CONTRACTS. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

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666

## LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

Item	Article Section
(a) Clay Sewer Pipe .....	1040.02
(b) Extra Strength Clay Pipe .....	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe .....	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe .....	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) .....	1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) .....	1042
(g) Polyvinyl Chloride (PVC) Pipe .....	1040.03
(h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior .....	1040.03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior .....	1040.08
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe .....	1056
(k) Mastic Joint Sealer for Pipe .....	1055
(l) External Sealing Band .....	1057
(m) Fine Aggregate (Note 2) .....	1003.04
(n) Coarse Aggregate (Note 3) .....	1004.05
(o) Reinforcement Bars and Welded Wire Fabric .....	1006.10
(p) Handling Hole Plugs .....	1042.16
(q) Polyethylene (PE) Pipe with a Smooth Interior .....	1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior .....	1040.04

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

67



Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
A	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
B	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes: Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

**STORM SEWERS**  
**KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED**  
**FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

Nominal Diameter in.	Type 1											Type 2					
	Fill Height: 3' and less With 1' minimum cover											Fill Height: Greater than 3' not exceeding 10'					
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	
10	NA	3	X	X	X	X	X	NA	1	*X	X	X	X	X	NA	NA	
12	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X	X	
15	IV	NA	NA	X	X	NA	X	II	1	*X	X	X	NA	X	X	X	
18	IV	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X	X	
21	III	NA	NA	X	X	NA	NA	II	2	X	X	X	NA	NA	NA	NA	
24	III	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X	X	
27	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA	NA	
30	IV	NA	NA	X	X	X	X	II	3	X	X	X	X	X	X	X	
33	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA	NA	
36	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	X	X	X	
42	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	NA	NA	NA	
48	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	NA	NA	NA	
54	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
60	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
66	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
72	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
78	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
84	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
90	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
96	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
102	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	
108	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
CSP Concrete Sewer, Storm drain, and Culvert Pipe  
PVC Polyvinyl Chloride Pipe  
CPVC Corrugated Polyvinyl Chloride Pipe  
ESCP Extra Strength Clay Pipe  
PE Polyethylene Pipe with a Smooth Interior  
CPE Corrugated Polyethylene Pipe with a Smooth Interior  
CPP Corrugated Polypropylene pipe with a Smooth Interior  
X This material may be used for the given pipe diameter and fill height.  
NA This material is Not Acceptable for the given pipe diameter and fill height.  
\* May also use Standard Strength Clay Pipe

STORM SEWERS (Metric)  
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED  
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.	Type 1											Type 2					
	Fill Height: 1 m and less With 300 mm minimum cover											Fill Height: Greater than 1 m not exceeding 3 m					
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	
250	NA	3	X	X	X	X	X	NA	1	*X	X	X	X	X	NA		
300	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X		
375	IV	NA	NA	X	NA	NA	X	II	1	*X	X	X	NA	X	X		
450	IV	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X		
525	III	NA	NA	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA		
600	III	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X		
675	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA		
750	IV	NA	NA	X	X	X	X	II	3	X	X	X	X	X	X		
825	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA		
900	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	X	X		
1050	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	NA	NA		
1200	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	NA	NA		
1350	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
1500	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
1650	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
1800	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
1950	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
2100	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
2250	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
2400	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
2550	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
2700	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
 CSP Concrete Sewer, Storm drain, and Culvert Pipe  
 PVC Polyvinyl Chloride Pipe  
 CPVC Corrugated Polyvinyl Chloride Pipe  
 ESCP Extra Strength Clay Pipe  
 PE Polyethylene Pipe with a Smooth Interior  
 CPE Corrugated Polyethylene Pipe with a Smooth Interior  
 CPP Corrugated Polypropylene pipe with a Smooth Interior  
 X This material may be used for the given pipe diameter and fill height.  
 NA This material is Not Acceptable for the given pipe diameter and fill height.  
 \* May also use Standard Strength Clay Pipe

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 3 Fill Height: Greater than 10' not exceeding 15'							Type 4 Fill Height: Greater than 15' not exceeding 20'							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
10	NA	2	X	X	X	X	X	NA	3	X	X	X	X	X	NA
12	III	2	X	X	X	NA	NA	X	NA	NA	X	X	X	X	NA
15	III	3	X	X	NA	NA	NA	X	NA	NA	X	X	NA	X	NA
18	III	NA	X	X	X	X	NA	X	NA	NA	X	X	X	X	NA
21	III	NA	NA	X	X	NA	NA	NA	NA	NA	X	X	X	NA	NA
24	III	NA	NA	X	X	X	NA	NA	NA	NA	X	X	X	X	NA
27	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
30	III	NA	NA	X	X	X	NA	X	NA	NA	X	X	X	X	NA
33	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	X	X	NA	NA	NA	NA	X	X	X	X	NA
42	III	NA	NA	NA	X	X	NA	NA	NA	NA	X	X	X	X	NA
48	III	NA	NA	NA	X	X	NA	NA	NA	NA	X	X	X	X	NA
54	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.

\* This material is Not Acceptable for the given pipe diameter and fill height.

Note May also use Standard Strength Clay Pipe

RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

**STORM SEWERS (metric)**  
**KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED**  
**FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

Nominal Diameter in.	Type 3											Type 4					
	Fill Height: Greater than 3 m not exceeding 4.5 m											Fill Height: Greater than 4.5 m not exceeding 6 m					
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP		
250	NA	2	X	X	X	X	X	NA	3	X	X	X	X	NA	NA		
300	III	2	X	X	X	NA	NA	IV	NA	NA	X	X	X	NA	NA		
375	III	3	X	X	NA	NA	X	IV	NA	NA	X	X	NA	NA	X		
450	III	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	NA	NA		
525	III	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
600	III	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
675	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
750	III	NA	NA	X	X	X	NA	IV	NA	NA	X	X	NA	NA	NA		
825	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
900	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	NA	NA	NA		
1050	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	NA	NA	NA		
1200	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	NA	NA	NA		
1350	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
1500	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
1650	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
1800	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
1950	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
2100	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
2250	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
2400	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
2550	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	NA	NA	NA		
2700	70	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA		

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
 CSP Concrete Sewer, Storm drain, and Culvert Pipe  
 PVC Polyvinyl Chloride Pipe  
 CPVC Corrugated Polyvinyl Chloride Pipe  
 ESCP Extra Strength Clay Pipe  
 PE Polyethylene Pipe with a Smooth Interior  
 CPE Corrugated Polyethylene Pipe with a Smooth Interior  
 CPP Corrugated Polypropylene pipe with a Smooth Interior  
 X This material is Not Acceptable for the given pipe diameter and fill height.  
 \* This material may be used for the given pipe diameter and fill height.  
 NA May also use Standard Strength Clay Pipe  
 Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE									
Nominal Diameter in.	Type 5			Type 6			Type 7		
	Fill Height: Greater than 20' not exceeding 25'			Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'		
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC	CPVC
10	NA	X	X	NA	X	X	NA	X	X
12	IV	X	X	V	X	X	V	V	X
15	IV	X	X	V	X	X	V	V	X
18	IV	X	X	V	X	X	V	V	X
21	IV	X	X	V	X	X	V	V	X
24	IV	X	X	V	X	X	V	V	X
27	IV	NA	NA	V	NA	NA	V	NA	NA
30	IV	X	X	V	X	X	V	X	X
33	IV	NA	NA	V	NA	NA	V	NA	NA
36	IV	X	X	V	X	X	V	V	X
42	IV	X	NA	V	X	NA	V	NA	NA
48	IV	X	NA	V	X	NA	V	NA	NA
54	IV	NA	NA	V	NA	NA	V	NA	NA
60	IV	NA	NA	V	NA	NA	V	NA	NA
66	IV	NA	NA	V	NA	NA	V	NA	NA
72	V	NA	NA	V	NA	NA	V	NA	NA
78	2020	NA	NA	2370	NA	NA	2730	NA	NA
84	2020	NA	NA	2380	NA	NA	2740	NA	NA
90	2030	NA	NA	2390	NA	NA	2750	NA	NA
96	2040	NA	NA	2400	NA	NA	2750	NA	NA
102	2050	NA	NA	2410	NA	NA	2760	NA	NA
108	2060	NA	NA	2410	NA	NA	2770	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

**STORM SEWERS (metric)**  
**KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED**  
**FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

Nominal Diameter in.	Type 5						Type 6			Type 7	
	Fill Height: Greater than 20' not exceeding 25'						Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'	
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC
250	NA	X	X	NA	X	X	NA	X	X	NA	X
300	IV	X	X	V	X	X	V	X	X	V	X
375	IV	X	X	V	X	X	V	X	X	V	X
450	IV	X	X	V	X	X	V	X	X	V	X
525	IV	X	X	V	X	X	V	X	X	V	X
600	IV	X	X	V	X	X	V	X	X	V	X
675	IV	NA	NA	V	NA	NA	V	NA	NA	V	NA
750	IV	X	X	V	X	X	V	X	X	V	X
825	IV	NA	NA	V	NA	NA	V	NA	NA	V	NA
900	IV	X	X	V	X	X	V	X	X	V	X
1050	IV	X	NA	V	X	X	V	X	NA	V	NA
1200	IV	X	NA	V	X	X	V	X	NA	V	NA
1350	IV	NA	NA	V	NA	NA	V	NA	NA	V	NA
1500	IV	NA	NA	V	NA	NA	V	NA	NA	V	NA
1650	IV	NA	NA	V	NA	NA	V	NA	NA	V	NA
1800	V	NA	NA	V	NA	NA	V	NA	NA	V	NA
1950	100	NA	NA	V	NA	NA	V	NA	NA	V	NA
2100	100	NA	NA	V	NA	NA	V	NA	130	NA	NA
2250	100	NA	NA	V	NA	NA	V	NA	130	NA	NA
2400	100	NA	NA	V	NA	NA	V	NA	130	NA	NA
2550	100	NA	NA	V	NA	NA	V	NA	130	NA	NA
2700	100	NA	NA	V	NA	NA	V	NA	130	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
PVC Polyvinyl Chloride Pipe  
CPVC Corrugated Polyvinyl Chloride Pipe  
ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.  
NA This material is Not Acceptable for the given pipe diameter and fill height.  
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

“**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used.”

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written



certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

**“1040.08 Polypropylene (PP) Pipe.** Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

80325

**MECHANICAL SIDE TIE BAR INSERTER (BDE)**

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

Add the following to Article 420.03 of the Standard Specifications:

“(k) Mechanical Side Tie Bar Inserters ..... 1103.18”

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

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

- (1) Preformed or Drilled Holes. The tie bars shall be installed with an approved nonshrink grout or chemical adhesive providing a minimum pull-out strength as follows.

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

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

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

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

77

A void greater than 1/8 in. (3 mm) at any location around the tie bar shall require immediate adjustment of the paving operation. A void greater than 1/2 in. (13 mm) shall be repaired with a nonshrink grout or chemical adhesive after the concrete has hardened. If at the end of the day of paving more than 20 percent of the tie bars show a void larger than 1/8 in. (3 mm) at any point around the bar, the use of the side tie bar inserter shall be discontinued.

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

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

Add the following to Section 1103 of the Standard Specifications:

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

80342

**PAVEMENT STRIPING - SYMBOLS (BDE)**

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

“SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	--“

80352



## **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

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

80327

**SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)**

Effective: January 1, 2015

| Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

“The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides.”

80354



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

Effective: April 2, 2004

Revised: July 1, 2015

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

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

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

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

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars

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

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

$$D = MPI_M - MPI_L$$

Where:  $MPI_M$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

$MPI_L$  = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract plans for the following items of work?

- |                                                            |     |                          |
|------------------------------------------------------------|-----|--------------------------|
| Metal Piling                                               | Yes | <input type="checkbox"/> |
| Structural Steel                                           | Yes | <input type="checkbox"/> |
| Reinforcing Steel                                          | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement                | Yes | <input type="checkbox"/> |
| Guardrail                                                  | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence)                      | Yes | <input type="checkbox"/> |
| Frames and Grates                                          | Yes | <input type="checkbox"/> |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

80127

**STEEL SLAG IN TRENCH BACKFILL (BDE)**

Effective: January 1, 2016

Revise the second sentence of Article 1003.01(a)(8) of the Standard Specifications to read:

“Crushed steel slag shall be the nonmetallic product which is developed in a molten condition simultaneously with steel in an open hearth, basic oxygen, or electric arc furnace.”

Revise Article 1003.04(a) of the Standard Specifications to read:

“(a) Description. The fine aggregate shall consist of sand, stone sand, chats, wet bottom boiler slag, slag sand, or granulated slag sand. Crushed concrete sand, construction and demolition debris sand, and steel slag sand produced from an electric arc furnace may be used in lieu of the above for trench backfill.”

80362

## **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

## 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.

**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.