

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

**PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later 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.

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?** When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

**IDOT is not responsible for any e-mail related failures.**

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or [D&Econtracts@dot.il.gov](mailto:D&Econtracts@dot.il.gov)

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [garmantr@dot.il.gov](mailto:garmantr@dot.il.gov).

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

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

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

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

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

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 45

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting March 9, 2007

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**  
(See instructions inside front cover)

### NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Route FAU 6737 (Cruger Road)  
Project ACM-5093(110)  
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

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

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

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. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Project ACM-5093(110)  
Route FAU 6737 (Cruger Road)  
District 4 Construction Funds**

**Construction consists of 0.910 miles of reconstruction of Cruger Road to a 3 lane pavement with curb and gutter from Dallas Road to Main Street in the City of Washington.**

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

**RETURN WITH BID**

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

<u>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 proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

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

The amount of the proposal guaranty check is \_\_\_\_\_ \$( \_\_\_\_\_ ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall 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 shall become void or the proposal guaranty check shall 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 proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

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

Item \_\_\_\_\_

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

County \_\_\_\_\_

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

BD 354 (Rev. 11/2001)

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination 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 shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB # - C-94-062-04  
 PPS NBR - 4-10184-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 89349

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 01/10/07  
 RUN TIME - 183318

ITEM NUMBER	COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE	
	TAZEWELL	179	04	03-00089-02-PV (WASHINGTON)	ACM-5093/110/000	FAU 6737	
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
XX006681	REM & SALV ER CON BLK	L SUM	1.000 X	=			
XX006682	INST SAL ER CONT BLK	SQ YD	27.000 X	=			
XX006683	SS DIP CL 50 12	FOOT	92.000 X	=			
XX006684	SS DIP CL 50 14	FOOT	48.000 X	=			
XX006685	INL-MN A 4D W/G-1 F&G	EACH	4.000 X	=			
XX006686	CONNECT TO 8'X4' PCBC	EACH	2.000 X	=			
XX006687	SALV & RE 4X2 PCBC ES	EACH	1.000 X	=			
Z0076600	TRAINNEES	HOUR	500.000 X	0.80	=	400.00	
20200100	EARTH EXCAVATION	CU YD	12,446.000 X	=			
20800150	TRENCH BACKFILL	CU YD	400.000 X	=			
21101505	TOPSOIL EXC & PLAC	CU YD	1,917.000 X	=			
25000100	SEEDING CL 1	ACRE	3.600 X	=			
25000400	NITROGEN FERT NUTR	POUND	324.000 X	=			
25000500	PHOSPHORUS FERT NUTR	POUND	324.000 X	=			
25000600	POTASSIUM FERT NUTR	POUND	324.000 X	=			

FAU 6737  
 03-00089-02-PV (WASHINGTON)  
 TAZEWELL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 89349

ECMS002 DTGECM03 ECRM003 PAGE 2  
 RUN DATE - 01/10/07  
 RUN TIME - 183318

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
25100115	MULCH METHOD 2	ACRE	3.600	X	=	
25100630	EROSION CONTR BLANKET	SQ YD	1,045.000	X	=	
28000250	TEMP EROS CONTR SEED	POUND	22.000	X	=	
28000300	TEMP DITCH CHECKS	EACH	2.000	X	=	
28000400	PERIMETER EROS BAR	FOOT	1,418.000	X	=	
28000510	INLET FILTERS	EACH	32.000	X	=	
28100127	STONE RIPRAP CL B4	SQ YD	50.000	X	=	
28200200	FILTER FABRIC	SQ YD	50.000	X	=	
31100910	SUB GRAN MAT A 12	SQ YD	23,642.000	X	=	
31100935	SUB GRAN MAT A 18	SQ YD	150.000	X	=	
35501312	HMA BASE CSE 7	SQ YD	186.000	X	=	
40200800	AGG SURF CSE B	TON	50.000	X	=	
40600100	BIT MATLS PR CT	GALLON	167.000	X	=	
40603080	HMA BC IL-19.0 N50	TON	49.000	X	=	
40603310	HMA SC "C" N50	TON	34.000	X	=	

FAU 6737  
 03-00089-02-PV (WASHINGTON)  
 TAZEWELL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 89349

ECMS002 DTGECM03 ECMR003 PAGE 3  
 RUN DATE - 01/10/07  
 RUN TIME - 183318

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
42000301	PCC PVT 8 JOINTED	SQ YD	19,761.000	=		
42001300	PROTECTIVE COAT	SQ YD	19,761.000	=		
42300200	PCC DRIVEWAY PAVT 6	SQ YD	107.000	=		
42400100	PC CONC SIDEWALK 4	SQ FT	638.000	=		
44000030	BIT SURF REM VAR DP	SQ YD	385.000	=		
44000200	DRIVE PAVEMENT REM	SQ YD	101.000	=		
44000500	COMB CURB GUTTER REM	FOOT	325.000	=		
44000600	SIDEWALK REM	SQ FT	645.000	=		
50100100	REM EXIST STRUCT	EACH	1.000	=		
50105220	PIPE CULVERT REMOV	FOOT	175.000	=		
54020402	PCBC 4X2 (M273)	FOOT	12.000	=		
54020804	PCBC 8X4 (M273)	FOOT	84.000	=		
54213657	PRC FLAR END SEC 12	EACH	1.000	=		
54213660	PRC FLAR END SEC 15	EACH	2.000	=		
55021600	SS 2 RCP CL 3 12	FOOT	2,302.000	=		

FAU 6737  
 03-00089-02-PV (WASHINGTON)  
 TAZEWELL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 89349

ECMS002 DTGECM03 ECMR003 PAGE 4  
 RUN DATE - 01/10/07  
 RUN TIME - 183318

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
55021700	SS 2 RCP CL 3 15	FOOT	1,201.000	=		
55021800	SS 2 RCP CL 3 18	FOOT	171.000	=		
55100400	STORM SEWER REM 10	FOOT	245.000	=		
60218400	MAN TA 4 DIA 11F CL	EACH	17.000	=		
60241800	INLETS TG-1	EACH	28.000	=		
60255500	MAN ADJUST	EACH	3.000	=		
60257900	MAN RECONST	EACH	2.000	=		
60500040	REMOV MANHOLES	EACH	2.000	=		
60500060	REMOV INLETS	EACH	1.000	=		
60605000	COMB CC&G TB6.24	FOOT	9,353.000	=		
60615400	PAVED DITCH TA-15	FOOT	38.000	=		
66600105	FUR ERECT ROW MARKERS	EACH	15.000	=		
67000400	ENGR FIELD OFFICE A	CAL MO	10.000	=		
67100100	MOBILIZATION	L SUM	1.000	=		
70101700	TRAF CONT & PROT	L SUM	1.000	=		

FAU 6737  
 03-00089-02-PV (WASHINGTON)  
 TAZEWELL

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 89349

ECMS002 DTGECM03 ECMR003 PAGE 5  
 RUN DATE - 01/10/07  
 RUN TIME - 183318

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78008200	POLYUREA PM T1 LTR-SY	SQ FT	780.000				
78008210	POLYUREA PM T1 LN 4	FOOT	11,136.000				
78008240	POLYUREA PM T1 LN 8	FOOT	100.000				
78008270	POLYUREA PM T1 LN 24	FOOT	80.000				
				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 Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

##### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

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

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

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

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

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

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

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

## RETURN WITH BID

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

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

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

### **F. Drug Free Workplace**

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

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

**I. ADDENDA**

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

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

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

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

**NA - FEDERAL**

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

**TO BE RETURNED WITH BID**

**IV. DISCLOSURES**

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

**C. Disclosure Form Instructions**

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

**CERTIFICATION STATEMENT**

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

\_\_\_\_\_  
Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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 \$90,420.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
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 \$90,420.00? YES \_\_\_ NO \_\_\_  
(Note: Only one set of forms needs to be completed per person 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 a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

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 a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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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 the Section 50-35 of the Illinois Procurement 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 \$10,000, 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.

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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL (type or print information)

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

Type of ownership/distributable income share:

stock \_\_\_\_\_ sole proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ other: (explain on separate sheet): % or \$ value of ownership/distributable income share: \_\_\_\_\_

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

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- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

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3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) 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 the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

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

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

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

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

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(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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(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 \_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by: \_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by: \_\_\_\_\_  
Title of Authorized Representative (type or print)

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

**NOT APPLICABLE STATEMENT**

**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.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form B  
Other Contracts &  
Procurement Related Information  
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**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 the bottom of 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 SIGNED**

_____	
Name of Authorized Representative (type or print)	
_____	
Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**RETURN WITH BID**

**Contract No. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Project ACM-5093(110)  
Route FAU 6737 (Cruger Road)  
District 4 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 **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. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Project ACM-5093(110)  
Route FAU 6737 (Cruger Road)  
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP) Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

(IF A JOINT VENTURE) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

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

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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 Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of 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, submit a DBE Utilization Plan that is accepted and approved by the Department; 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 make the required DBE submission or 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 and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

Given under my hand and notarial seal this day of, A.D.

My commission expires Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below 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

# 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. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Project ACM-5093(110)  
Route FAU 6737 (Cruger Road)  
District 4 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 9, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 89349  
TAZEWELL County  
Section 03-00089-02-PV (Washington)  
Project ACM-5093(110)  
Route FAU 6737 (Cruger Road)  
District 4 Construction Funds**

**Construction consists of 0.910 miles of reconstruction of Cruger Road to a 3 lane pavement with curb and gutter from Dallas Road to Main Street in the City of Washington.**

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

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No Supplemental Specifications this year.

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LR SD 631	"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07). Developed to keep the Traffic Barrier Terminal Type 5A as an option for local agencies. ....	
LR 102	"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code. ....	
LR 105	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop. ....	
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LR 108	"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103. ....	
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LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07) .....	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07) .....	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. ....	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved bituminous patching mixtures. ....	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07) .....	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02) .....	
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LR 702	"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. ....	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. ....	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02) .....	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. ....	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold mix asphalt. ....	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications. ....	

**BDE SPECIAL PROVISIONS**  
For the January 19 and March 9, 2007 Lettings

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

File Name	Pg#	Special Provision Title	Effective	Revised
* 80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
* 72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)	June 1, 1989	Jan. 2, 2007
* 50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 80166	52	X Cement	Jan. 1, 2007	
* 80029	55	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80168	63	X Errata for the 2007 Standard Specifications	Jan. 1, 2007	
* 80169		High Tension Cable Median Barrier	Jan. 1, 2007	
* 80142	65	X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)	Jan. 1, 2005	Jan. 1, 2007
* 80136		Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75".)	Nov. 1, 2004	Jan. 1, 2007
* 80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
* 80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
* 80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	66	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148		Planting Woody Plants	Jan. 1, 2006	
* 80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119	68	X Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
* 80170		Portland Cement Concrete Plants	Jan. 1, 2007	
* 80171	75	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	77	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
* 80160		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80151	82	X Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
* 80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80131	84	X Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
* 80152		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
* 80132		Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
* 80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2007
* 80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	86	X	Subcontractor Mobilization Payments	April 2, 2005	
* 80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	87	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
* 80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	88	X	Training Special Provisions	Oct. 15, 1975	
* 80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
* 80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
* 80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
* 80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	91	X	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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:

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

## SPECIAL PROVISIONS

The following "Special Provisions" supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Manual of Test Procedures for Materials" and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2007, indicated on the Check Sheet included herein, which will apply to and govern the construction of F.A.U. Route 6737 (Cruger Road), Section 03-00089-02-PV, Project M-5093-110, in Tazewell County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

### DESCRIPTION OF WORK

The work under this contract consists of the complete reconstruction of Cruger Road from  $\pm$  600 feet easterly of the existing intersection of Dallas Road and Cruger Road easterly  $\pm$  4,802 feet to the intersection with Main Street. Included in the scope of work is earthwork, storm sewer, curb and gutter, P.C.C. Pavement, pavement markings and other incidental and collateral work as shown on the plans and as specified herein.

### KEEPING THE ROAD OPEN TO TRAFFIC

Main Street shall be kept open to two-way traffic at all times except traffic may be restricted to an alternating one-way condition at the necessary location(s) for the necessary part of the daylight hours of a working day in accordance with the appropriate standards. Local residential and commercial and emergency vehicle access shall be maintained at all times. During non-working hours, restrictions of traffic on Main Street, below full two-way conditions will not be permitted.

Cruger Road will be closed to traffic as shown in the plans and as described in the Suggested Sequence of Operations. Road closures must be done in accordance with the appropriate highway standards.

### TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 107.09 and 107.14 and Section 701 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control.

State Standards: 701301-02, 702001-06 and BLR 22-4.

At the pre-construction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a sub-contractor, consent shall be requested of the Engineer at the time of pre-construction meeting in accordance with Article 108.01 of the "Standard Specifications for Road and Bridge Construction". This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City of Washington Public Works Department will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

All traffic control shall be maintained throughout the duration of the project. If traffic control is not maintained to the satisfaction of the Engineer, construction may be stopped until traffic control is reset to the Engineer's satisfaction.

All traffic control necessary for the construction of this project shall be paid for at the contract unit price per lump sum for Traffic Control and Protection.

#### SUGGESTED SEQUENCE OF OPERATIONS

##### PHASE I

1. Install required traffic control.
2. Close existing Cruger Road from Sta. 93+62.36 to Sta. 113+72.00.
3. Complete all construction items in their entirety except pavement marking.
4. Construct temporary driveway entrance to serve existing approach at Rt. Sta. 113+58.83.

##### PHASE II

1. Install necessary traffic control.
2. Open completed Phase I.

3. Close existing Cruger Road from Sta. 113+72.00 to Sta. 141+64.37 and close side street access at Devonshire Drive, Breeze Way and Comfort Way.
4. Complete all construction items in their entirety except pavement marking.

### PHASE III

1. Install necessary traffic control.
2. Open Cruger Road to traffic and complete pavement marking pay items.

Any lane closures required on Main Street, shall be limited from 8:30 a.m. to 3:30 p.m.

If the successful bidder has an alternate sequence of operations to propose, said sequence shall be proposed at the pre-construction meeting and must be approved by the City and IDOT.

### USE OF PUBLIC ROADS

The Contractor shall keep all public roads and rights-of-way clean and free of debris at all time, to the satisfaction of the Engineer and the City. If said public roads and rights-of-way are not cleaned satisfactorily, the City shall perform the necessary cleaning work and will charge the contractor three (3) times the cost of the clean up work.

### REMOVING AND RESETTING STREET SIGNS

This work consists of removing and storing or resetting street signs at locations designated by the Engineer.

Signs or posts damaged by the Contractor shall be replaced by him at his own expense.

This work shall not be paid for separately but shall be considered as incidental to the various signing pay items.

### STATUS OF UTILITIES TO BE ADJUSTED

This list is provided for the Contractor's information only; additional utilities may exist within the project location. It shall be the Contractor's responsibility to coordinate utility work required by this project.

<u>NAME &amp; ADDRESS OF FACILITY</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>ESTIMATED DATE OF COMPLETION</u>
Verizon District Engineer 104 W. Mulberry Normal, IL 61761 Phone: 309-454-5266	Underground & Overhead Service Lines	Various Locations Throughout Project	To Be Relocated Prior to Construction
City of Washington 115 W. Jefferson St. Washington, IL 61571 Phone: 309-444-3196	Water Mains Valves and Hydrants & San. Sewer	Rt. Sta.129+50 to Main St.	During or Prior to Construction
Central Illinois Light Co. 300 Liberty St. Peoria, IL 61602 Phone: 309-693-4882	Gas Distribution	Various Locations	No Adjustments Anticipated
Central Illinois Light Co. 300 Liberty St. Peoria, IL 61602 Phone: 309-444-7916	Electric Overhead Distribution Lines	Throughout Project	To be Relocated Prior to Construction
Insight Communications 2517 N. Dries Lane Peoria, IL 61604 Phone: 309-686-2600	Overhead Cable TV	Throughout Project	To be Relocated Prior to Construction

The listed utility companies have been notified of this project, conflicts have been identified and the utilities are aware of the project schedule.

If any utility adjustments or relocations have not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

#### UTILITY COORDINATION

The Contractor shall notify JULIE at 1-800-892-0123 for utility locations before starting work. It shall be the responsibility of the Contractor to maintain markings indicating utility locations throughout the duration of the project.

### SUBGRADE TREATMENT

Effective: July 1, 1990

Revised: January 1, 2007

Delete the second paragraph (including subparagraphs a, b, and c) of Article 301.04 of the Standard Specifications and replace it with the following:

In cut sections the contractor responsible for the rough grading shall obtain not less than 95% of the standard laboratory density and not more than 110% of the optimum moisture for the top 1 ft. (300mm) of the subgrade.

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

In the first sentence of the third paragraph delete "above steps have" and replace with "work has".

### EMBANKMENT (SMALL EMBANKMENT)

Effective October 1, 1999

Revised October 15, 2007

Revise the third paragraph of Article 205.06 of the Standard Specifications to read:

All material used for embankment shall not contain more than 120% of the optimum moisture except for the top 2 ft. (600 mm).

The top 2 ft. (600 mm) of all embankments shall not contain more than 110% of the optimum moisture determined according to ASSHTO T99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when approved by the Engineer.

### EMBANKMENT (RESTRICTIONS)

Effective January 21, 2005

Revised January 1, 2007

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. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3 ft. (1 m ) of non-restricted soil (see

“Borrow and Furnished Excavation” Special Provision). Alternating layers of further restricted material and cohesive soil will not be permitted. The further restricted materials may only be incorporated into the embankment by using one of the following procedures:

- a. 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.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10ft. (3 m) by 10ft. (3 m) French drain consisting of nonwoven geotechnical fabric with 12 inches (0.3 m) of B-3 riprap. This shall be constructed on both sides of the embankment at the toe of the foreslope spaced 150 ft. (46 m) apart. At locations requiring a French drain the 3 ft. (1 m) cohesive cap shall not be installed within the 10 ft. by 10 ft. riprap area. If the Engineer determines that the existing ground is a granular free draining soil, the French drain may be deleted.
- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4 inches (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and transverse underdrains spaced at 250 ft. (75 m) centers. The underdrain shall consist of a 2 ft (0.6 m) deep by 1 ft. (0.3 m) wide trench, backfilled with FA4 sand and a 4 inches (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6 inches (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure of outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of Earth Excavation, Furnished Excavation, or Borrow Excavation.

#### PROOF ROLLING

Effective April 23, 2004

Revised January 1, 2007

This work shall consist of proof rolling the embankment with a fully loaded tandem axle dump truck and driver at the direction of the Engineer. The truck shall travel the subgrade in all of the proposed lanes of traffic in the presence of the Engineer.

This work will not be paid for separately, but considered included in the various earthwork pay items.

SUBBASE GRANULAR MATERIAL

Effective: November 5, 2004

This work shall be in accordance with Section 311 of the Standard Specifications and as specified herein.

All Subbase Granular Material shall have a minimum IBR of 40.

TRENCH COMPACTION – GENERAL

During the compaction of the storm sewer trenches, a rolling pattern, based on equipment being used, shall be established. After this pattern has been established and verified by compaction tests, the Contractor shall maintain this pattern throughout the job. If Contractor elects to use different equipment for compaction effort, then he shall be require to re-test the compaction and establish a new rolling pattern, at his own expense.

QUALITY STANDARD FOR WORK ZONE DEVICES

Only signs, barricades, vertical panels, drums and cones that meet the requirements of the Department's "Quality Standard for Work Zone Traffic Control Devices – 1998" shall be used on this project. Copies of this publication are available from the Engineer of Traffic for the Contractor's use prior to the initial set-up. Work shall not begin until a determination has been made that the traffic control devices meet the quality required in this standard. Compliance with this requirement will be considered incidental to the contract, and no extra compensation will be allowed.

SEEDING, CLASS 1 – All disturbed areas shall be done in accordance to Section 250 of the Standard Specifications for Road and Bridge Construction.

Revise the first sentence of Article 250.05 to read: "...material larger than 2 inches in diameter."

Revise the second sentence of Article 250.05 to read: "...to a size not larger than 1 inch in the largest diameter".

Mulching seeding areas shall be done in accordance with Article 251.03 of the Standard Specifications. Method 2, Procedure 1 shall be used.

### DRAIN TILES AND FIELD TILES

Drain tiles and field tiles damaged during the construction shall be replaced with PVC pipe of the same or larger diameter as the existing drain tile line. The PVC pipe shall meet the requirements of Section 1040.03(a) of the "Standard Specifications for Road and Bridge Construction" of the State of Illinois, adopted January 1, 2007.

The PVC pipe shall be furnished and installed to span the sewer trench and two feet on either side of the trench. Connections to the existing pipe shall be made with non shear couplings, as approved by the Engineer.

The City of Washington shall determine and provide for the necessary continuance of the tile system. Inactive tiles shall be plugged with an approved method.

If said tiles are encountered, an agreed unit price shall be determined prior to beginning repair work.

### BITUMINOUS SURFACE REMOVAL (VARIABLE DEPTH)

This item shall conform to the applicable portions of Section 440, of the Standard Specifications and shall include the removal of variable thickness of bituminous materials in order to correct the profile grade. The material shall become the property of the Contractor and is to be disposed of outside of the right-of-way.

Any saw cut joints shall be coated with a thin, uniform application of asphalt RC-70, or Tar: RT-1 or RT-2. The joints shall be coated just before the bituminous mixture is placed against them.

This work shall be paid for at the contract unit price per square yard for Bituminous Surface Removal (Variable Depth).

### REMOVAL OF EXISTING STRUCTURES

This work shall consist of the complete removal of existing culvert and drop structure located at St. 107+74± as shown on the plans and as directed by the Engineer. This work shall be done in accordance with the applicable portions of Section 501 of the Standard Specifications.

This work shall be paid for at the contract unit price per each for Removal of Existing Structures.

### PIPE CULVERT REMOVAL

This work shall consist of the removal and satisfactory disposal of the existing pipe culverts as shown on the plans. The work shall be done in accordance with the applicable portions of Section 551 of the Standard Specifications and as directed by the Engineer.

Any voids created by the removal shall be backfilled and shall be mechanically compacted to 95% standard density.

This item shall be paid for at the contract unit price per foot for Pipe Culvert Removal, which price shall include all labor, equipment and incidentals necessary to complete the work.

### INLETS, TYPE G-1

Effective October 1, 1995

Revised January 1, 2007

This work shall consist of furnishing all labor, equipment, and material for the construction of Type G-1 Inlets and Combination Concrete Curb and Gutter in accordance with Sections 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLETS, TYPE G-1" to Article 602.16 of the Standard Specifications. Delete the first paragraph in Articles 606.14 and 606.15.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLETS, TYPE G-1" in accordance with details shown in the plans.

This work will be paid for at the contract unit price each for INLETS, TYPE G-1.

### PRECAST CONCRETE BOX CULVERT, 8' X 4'

This work shall consist of the construction of the 8' x 4' Precast Concrete Box Culvert, Drop Structure, and End Section (Sta. 107+61.50), as shown on the plans and as directed by the Engineer. This work shall be done in accordance with Section 540 of the Standard Specifications.

The Precast Concrete Box Culvert shall be measured per foot. The Drop Structure and End Section shall be included in the contract unit price per foot for Precast Concrete Box Culvert, 8' x 4'.

COMBINATION CONCRETE CURB AND GUTTERS, TYPE B-6.24

This item shall conform to Section 606 of the Standard Specifications except that Article 606.05 "Forms" shall be revised to include the following:

**If a forming machine is used, said machine shall be approved by the Engineer prior to its use.**

Article 606.06 "Placing Concrete" shall be revised to include the following:

The Contractor shall use a mechanical vibrator to vibrate the concrete before providing a final finish. A mechanical metal "mule" conforming to the shape of the Type B-6.24 curb and gutter shall be used to form the face of the curb.

Additionally, before the concrete is given the final finishing, the top of the curb, face of the curb and the gutter pan will be checked with a 10 foot straight edge, or any other method approved by the Engineer, and any irregularities of more than ¼ inch in 10 feet shall be eliminated at the Contractor's expense. Contractor shall remove any concrete the spills out from under the mule, on the street side into the area where the new base material is to be placed. Curing compound shall be applied to the front, back, top, face and pan of the curb and gutter.

All joints shall be sawed as soon as conditions permit. Random cracking shall be the responsibility of the Contractor. If curb and gutter removal and replacement is required due to excessive random cracking, it shall be completed as directed by the Engineer at the Contractor's expense.

FURNISHING & ERECTING R.O.W. MARKERS

This item shall be done in accordance with the applicable portion of Section 666 of the Standard Specifications, as detailed in the plans and as directed by the Engineer.

Contractor shall provide the R.O.W. markers and install them at the locations shown in the plans. The Engineer will provide necessary surveying needed to locate the markers. The holes shall be backfilled and thoroughly compacted with CA-6, placed in 12" lifts.

This item shall be paid for at the contract unit price per each for Furnishing & Erecting R.O.W. Markers, which price shall include all labor, equipment and material, including the compacted CA-6, needed.

TOP SOIL EXCAVATION & PLACEMENT

This item of work shall be done in accordance with the applicable portions of Section 211 of the Standard Specifications and as directed by the Engineer. Estimated quantities have been provided and are based on removing existing top soil, six inches thick, from construction limits to construction limits, on Cruger Road.

Payment for this item shall be at the contract unit price per cubic yard for Top Soil Excavation and Placement, which price shall include all labor, equipment and material needed.

Waste top soil excavation shall be properly disposed of by the Contractor. Disposal of waste material shall not be paid for separately, but shall be considered incidental to Top Soil Excavation and Placement

REMOVE AND SALVAGE EROSION CONTROL BLOCK

This work consists of removing and storing on-site the existing Erosion Control Block located at Lt. Sta. 107+78±. This material should not be removed until such time as it is necessary to complete the construction items in the immediate vicinity.

Block damaged by the Contractor during removal and/or storage shall be replaced by the Contractor at his own expense.

This work shall be paid for at the contract unit price per lump sum for Remove and Salvage Erosion Control Block.

INSTALL SALVAGED EROSION CONTROL BLOCK

This work consists of installing the salvaged erosion control block located at Lt. Sta. 107+75± to the line and grade shown on the plans and as directed by the Engineer. This work shall be completed as soon as practical after the construction of the Precast Concrete Box Culvert, 8' x 4'.

If, in the opinion of the City and Engineer, additional erosion control block is required, an agreed unit price shall be determined prior to beginning the additional work.

This work shall be paid for at the contract unit price per square yard for Install Salvaged Erosion Control Block.

STORM SEWER, DUCTILE IRON PIPE, CLASS 50, 12"  
STORM SEWER, DUCTILE IRON PIPE, CLASS 50, 14"

This work shall consist of installing ductile iron pipe, Class 50, 12" and 14" as storm sewer at the locations shown on the plans.

Bedding and backfilling shall be performed in accordance with the applicable portions of Section 550.

This work shall be paid for at the contract unit price per foot for Storm Sewer, Ductile Iron Pipe, Class 50, of the size specified.

INLET MANHOLE, TYPE A, 4' DIAMETER, TYPE G-1 FRAME & GRATE

The work included under this item shall consist of the furnishing of all labor, materials, tools, equipment and incidentals necessary to construct the structure as designed on the plans and in accordance with the provisions of Section 602 and 606 of the Standard Specifications and the details in the plans.

The transitional concrete curb and apron within the limits of the inlet shall be considered incidental to the cost of the inlet manhole. The basis of payment for the item of Inlet Manhole, Type A, 4' Diameter, Type G-1 Frame and Grate shall be at the unit price bid each.

CONNECT TO 8' X 4' PRECAST BOX CULVERT

This work shall consist of connecting the 15" storm sewer to the Precast Concrete Box Culvert, 8' x 4' at the location and elevation shown on the plans. The Contractor shall arrange with the fabricator of the box culvert to have access points constructed in the box culvert. Cutting an access point into the box culvert after delivery to the site will not be allowed.

The storm sewer connecting to the box culvert shall be cut so that it is flush with the inside wall of the box culvert. Masonry shall be constructed so as to prevent leakage.

This work shall be paid for at the contract unit price per each for Connect to 8' x 4' Precast Box Culvert.

SALVAGE & REINSTALL 4' X 2' PRECAST CONCRETE BOX CULVERT END SECTION

This work shall consist of removing the existing 4' x 2' precast end section located at Lt. Sta. 141+51± and reinstalling it after the 4' x 2' box culvert has been extended.

If, after the end section has been removed, it is determined by the City and Engineer that it should not be re-used, an agreed unit price for a new end section shall be determined prior to ordering the end section.

If the end section is damaged by the Contractor during removal it shall be replaced by him at his own expense.

This work shall be paid for at the contract unit price per each for Salvage & Reinstall 4' x 2' Precast Concrete Box Culvert End Section.

## GENERAL PROVISIONS

### 1. DEFINITION OF TERMS

Where used or referred to in these specifications or any of the contract documents or the plans, the following terms, or pronouns in place of them, are used the intent and meaning shall be interpreted as follows:

- A) OWNER: CITY OF WASHINGTON, ILLINOIS and their duly authorized officials, agents and employees.
- B) ENGINEER: The Austin Engineering Co., Inc. of Peoria or their duly authorized officials, agents and employees.
- C) CONTRACTOR: The individual, firm or corporation undertaking the execution of the work under the terms of the contract.
- D) PLANS AND SPECIFICATIONS: All official drawings or reproductions of drawings, any agenda, and the specifications prepared by the Austin Engineering Co., Inc. for the improvement and which are made a part of and are to be attached to the contract when executed. Important changes made to the General Provisions or Special Provisions are italicized and bracketed with "{ }".
- E) WORK: Any and all materials or labor or both, equipment, transportation, or other facilities necessary to complete the contract, **including all pay items, incidental items, punch list and final cleanup.**
- F) CONTRACT: The written agreement covering the performance of the work and the furnishing of materials for the construction of the project. The contract includes the proposal, contract bond, specifications, general provisions and detailed plans and supplemental agreements pertaining to the work or materials thereof.

### 2. INTENT OF PLANS AND SPECIFICATIONS

It is the intent that the specifications shall be a part of, and a supplementary and explanatory provision to the plans for the construction of the proposed improvement, and that the said plans and specifications shall furnish a complete outline and description of the work to be done and the time and manner of doing such work. The plans may indicate some of the existing conditions to be encountered; however, the CONTRACTOR shall accept full responsibility for all conditions, things, and difficulties that may affect the conduct of the work, including surface, drainage and subsoil conditions. He shall make whatever investigations necessary before submitting his proposal and include in his

unit price the cost of overcoming any difficulties, foreseen or unforeseen, that may increase the cost of doing the work.

### 3. COORDINATION OF CONTRACT DOCUMENTS

The specifications, plans, proposal, and other contract documents, are to be considered complementary and to assist each other in fully designating the work to be done; however, a requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, and plans shall govern over specifications. The CONTRACTOR shall take no advantage of any apparent error or omission in the plans or specifications, and the ENGINEER shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the extent of the plans and specifications.

### 4. MANUFACTURER'S PLANS AND SPECIFICATIONS

Any and all plans and specifications submitted by any manufacturer for the installation or erection of his equipment, machinery, or materials after having been approved in writing by the ENGINEER, shall have the same force and effect as if they were incorporated in these specifications and the above mentioned plans.

### 5. PLANS AND SPECIFICATIONS MAY BE ALTERED

The OWNER reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

### 6. HOLD HARMLESS AND INDEMNITY CLAUSE

CONTRACTOR shall save and hold OWNER and ENGINEER free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, excepting, however, the sole negligence of OWNER and ENGINEER and shall indemnify OWNER and ENGINEER for any costs, expenses, judgments and attorneys' fees paid or incurred, by or on behalf of the OWNER and ENGINEER, and/or its agents and employees, or paid for on behalf of OWNER and ENGINEER and/or its agents and employees by insurance provided by OWNER and ENGINEER.

CONTRACTOR shall further hold harmless OWNER and ENGINEER from liability or claims for any injuries to or death of CONTRACTOR'S or any subcontractor's employees, resulting from any cause whatsoever, excluding sole negligence of OWNER and ENGINEER, including protection against any claim of the CONTRACTOR or any subcontractor for any payments under any worker's compensation insurance carrier on behalf of said CONTRACTOR or subcontractor, and shall indemnify the OWNER and ENGINEER for any costs, expenses, judgments and attorneys' fees paid or incurred with respect to such liability or claims by it or its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by OWNER and ENGINEER.

CONTRACTOR shall further hold harmless OWNER and ENGINEER from liability or claims for any injuries to or death of any person, arising out of or in any way connected with the performance of work or work to be performed under this Contract, resulting from any cause whatsoever except the sole negligence of OWNER and ENGINEER, which liability or claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Section 60 through 69, inclusive), and shall indemnify the OWNER and ENGINEER for any costs, expenses, judgments and attorneys' fees paid or incurred with respect to such liability or claims by it or its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by OWNER and ENGINEER.

In the event the OWNER'S machinery or equipment is used by the CONTRACTOR or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of the CONTRACTOR during the period of such use by the CONTRACTOR or any subcontractor, and if any person or persons in the employ of the OWNER should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the CONTRACTOR.

#### 7. NO LIABILITY OF ENGINEER

The ENGINEER or his authorized representative shall incur no liability through carrying out any of the provisions of this contract or in exercising any power or authority granted to him thereby, it being understood that in such matters he and they act as agents and representatives of the OWNER.

#### 8. LEGAL RESPONSIBILITIES

The CONTRACTOR shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work. He shall indemnify and save harmless the OWNER and all of its officers,

agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinances or regulation.

#### 9. RESPONSIBILITY FOR DAMAGE CLAIMS

The CONTRACTOR shall indemnify and save harmless the OWNER, its agents, officers and employees from all suits, actions, or claims of any character arising because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said CONTRACTOR; and so much of the money due the said CONTRACTOR under and by virtue of his contract as shall be considered necessary by the OWNER for such purpose, may be retained for the use of the OWNER; or, in case no money is due, his surety shall be held until such suit, action or claim shall have been settled.

#### 10. PROTECTIONS AND RESTORATION OF PROPERTY

The CONTRACTOR shall take all and every practical precaution to prevent damage to public and private property, including, but not limited to, buildings, pavements, poles, trees, shrubbery, crops, lawns, and fences in his conduct of the construction work. Whenever it is necessary to damage or destroy property, the CONTRACTOR shall at his own expense restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed or he shall otherwise make good such damage or destruction in an acceptable manner. The CONTRACTOR shall protect and preserve all survey markers, property pins or monuments until the OWNER or the ENGINEER has been notified and such markers or monuments have been adequately witnessed or referenced. **If CONTRACTOR destroys or damages any survey markers, property pins or monuments, without consent of the ENGINEER, CONTRACTOR shall have the ENGINEER replace said survey markers, property pins or monuments, at the CONTRACTOR'S expense.**

#### 11. COMPLETENESS OF WORK

It is the intention of the plans and specifications that the CONTRACTOR shall furnish all necessary labor, supervision, machinery, tools, apparatus and other means of construction, and furnish all the materials to construct a complete improvement, **including all pay items, incidental items, punch list and final cleanup**, as set forth in these contract documents.

#### 12. RESPONSIBILITY FOR WORK

**The entire project shall be under the charge and care of the CONTRACTOR until acceptance by the OWNER.** The CONTRACTOR shall assume all responsibility for damage to the work by action of the elements or any other cause whatsoever, whether

arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good, at his own expense, all or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance. **All items of work indicated on the plans and in these Special Provisions are to be the Contractor's responsibility, NOT the Engineer's. Should a particular item be overlooked by the Engineer, this does not relieve the Contractor of any of his responsibilities to ensure all work is complete.**

The CONTRACTOR shall have a project Superintendent, a Working Foreman or a person "In Charge", on the job, anytime construction activities are taking place. If said person "In Charge", is not present during construction activities, the ENGINEER shall have the authority to suspend the work wholly or in part, for such period of time as he may deem necessary. No additional compensation shall be paid to the CONTRACTOR because of such suspension.

### 13. PROSECUTION OF THE WORK

The CONTRACTOR shall begin the work to be performed under the contract not later than ten (10) days after the execution and acceptance of the contract, unless otherwise agreed upon by the OWNER. The work shall be prosecuted in such manner and with sufficient labor, supervision, machinery, tools, apparatus and other means of construction as is considered necessary to insure its completion, **including all pay items, incidental items, punch list and final cleanup**, within the time limit specified in the contract.

### 14. TIME FOR COMPLETION, EXTENSION

The time for completion of the work is set out in the proposal and the CONTRACTOR shall be held liable for liquidated damages as therein provided if the work is not completed in said time. If the CONTRACTOR finds it impossible to complete the work, **including all pay items, incidental items, punch list and final cleanup**, in the allotted time, he may request from the OWNER, **in writing**, an extension of time. If the OWNER deems his request reasonable, such extension may be granted and if such is done, it shall be considered as in full force and effect the same as if it were the original time for completion.

### 15. DEFAULT ON CONTRACT

If the CONTRACTOR shall abandon the work or in any other way violate persistently the terms of his contract or these specifications, the ENGINEER shall notify said CONTRACTOR in writing of such default. If within a period of ten (10) days after issuance of such notice the

CONTRACTOR does not resume the work in accordance with the contract and specifications, the OWNER shall, upon report of the ENGINEER of such default, have full power and authority to forfeit the rights of the CONTRACTOR and at its option call upon the surety to complete the work in accordance with the terms of the contract.

16. OWNER'S RIGHT TO TERMINATE CONTRACT

Should the CONTRACTOR neglect to prosecute the work properly, or fail to perform any provision of the contract, the OWNER, after seven (7) days written notice to the CONTRACTOR and its surety, if any, may, without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR, or at its option, may terminate the contract and take possession of all materials, tools, and appliances, and finish the work by such means as it sees fit. If the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the CONTRACTOR, but if such expense exceeds such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

17. FINAL CLEAN UP

**Upon completion and before final acceptance of the work**, the CONTRACTOR shall remove from all public streets, alleys, and other work sites, all machinery, equipment, surplus materials, false work, excavated and useless materials, rubbish, temporary buildings, barricades and signs.

18. FINAL INSPECTION

The ENGINEER shall make a final inspection of all work included in the contract, as soon as practicable after notifications by the CONTRACTOR that the work is completed and ready for acceptance. If the work is not acceptable to the ENGINEER at the time of such inspection, he shall inform the CONTRACTOR as to the particular defects to be remedied before final acceptance can be made.

19. CORRECTION OF WORK

The CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of two years from the date of final payment of the contract price. The provisions of this section shall apply to work done by subcontractors, as well as to work done by direct employees of the CONTRACTOR.

20. AUTHORITY OF ENGINEER

All work shall be done under the guidance of the ENGINEER and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications and acceptable fulfillment of the contract.

21. SUSPENSION OF WORK

The ENGINEER shall have authority to suspend the work wholly or in part, for such period of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work; or for such time as is necessary by reason of failure on the part of the CONTRACTOR to carry out orders given; and no additional compensation shall be paid the Contractor because of such suspension.

22. QUALIFICATION OF WORKMEN

The CONTRACTOR shall employ only competent and efficient laborers, mechanics, or artisans, and whenever, in the opinion of the ENGINEER, any employee is careless or incompetent, or obstructs the progress of the work, or acts contrary to instructions, or conducts himself improperly, or argues excessively or is generally uncooperative, the CONTRACTOR shall, upon request of the OWNER and the ENGINEER, remove him from the work and shall not employ him again on this project, except with the consent of the OWNER and the ENGINEER.

23. EXTRA WORK

The OWNER or the ENGINEER may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto. All such work and materials as do not appear in the proposal or contract shall be designated as extra work. Extra work shall not begin until an agreed price has been approved.

24. CONSTRUCTION STAKES

Construction stakes will be set by the ENGINEER to mark the location, alignment, elevation and grade of the work. The Contractor shall assume full responsibility for dimensions and elevations measured from such stakes. The CONTRACTOR shall take no advantage of any apparent error or omission in the construction stakes and shall permit the ENGINEER to make such corrections as may be deemed necessary. He shall exercise proper care in the preservation of stakes set for his use or the use of the

**ENGINEER, and if he displaces, loses, or removes them during his operation, they may be reset at his expense.**

**The Contractor shall give the Engineer a minimum of 48 hours notice for construction staking needs. If the Contractor fails to give this notice and construction delays occur, said delays shall not be considered eligible for time extensions or additional compensation.**

#### 25. INSPECTION

All materials and each part or detail of the work shall be subject at all times to inspection by the ENGINEER or his authorized representatives, and the CONTRACTOR will be held to the true intent of the specifications, in regard to quality of materials, workmanship, and the diligent execution of the contract. The ENGINEER or his representatives shall be allowed access to all parts of the work at all times. **Materials or workmanship found to be defective shall be removed immediately and replaced by satisfactory materials and workmanship by the CONTRACTOR without additional compensation. Work done without lines and grades being given will be considered as unauthorized and at the expense of the CONTRACTOR and will not be measured or paid for. Work so done may be ordered removed or replaced at the CONTRACTOR'S expense.**

#### 26. TESTS OF MATERIALS

The CONTRACTOR shall give sufficient notification of the placing of orders for materials to permit testing; shall afford such facilities as the ENGINEER may require for collecting and forwarding samples; shall not make use of or incorporate in the work the materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the specifications; and shall furnish without charge all samples required. **Materials which pass all of the tests and requirements of the various specifications, but do not perform in the field as intended, shall not be incorporated into the work. Any such materials, which have been placed, shall be removed and replaced, at the Contractor's expense, unless otherwise directed by the Engineer.**

#### 27. STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials even though approved before storage shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

28. EQUIPMENT REQUIREMENTS

All equipment owned or furnished by the CONTRACTOR shall be of such capacity and good working condition to insure proper performance in carrying out this contract. **All said equipment is subject to inspection, and possibly rejection, by the ENGINEER.**

29. EMPLOYMENT REQUIREMENTS

The Bidder shall comply with the applicable State and Federal laws covering prevailing wage rates and all State and Federal laws and requirements concerning equal opportunities.

CONTRACTOR agrees that all his employees assigned to this particular work will be paid fringe benefits and at the wage scale prevailing in this area for each particular class of employment. Prevailing wage rates have been provided in the Contract Documents.

CONTRACTOR is an independent contractor, and neither it nor its employees engaged in performing this contract shall at any time during the performance hereof become employees of the OWNER.

30. SUBCONTRACTING

The CONTRACTOR shall not assign, transfer, convey, sell, or otherwise dispose of any part of his contract, his right, or interest therein, or his power to execute such contract, or any person, firm or corporation without the written consent of the OWNER. If the CONTRACTOR sublets any part of the work to be done under this contract, he shall not under any circumstances be relieved of his liability and obligations. The sub-contractors shall be recognized only in the capacity of employees or workmen of the CONTRACTOR and shall be subject to the same requirements as to character and competence.

31. COOPERATION WITH OTHER CONTRACTORS

If **other contractors or utility companies** are working on other parts of this project and the work of one contractor shall depend upon or interfere with the work of another, it shall be the duty of each such contractor to cooperate with all other such contractors so that the whole project shall progress with the least confusion and delay. The OWNER shall act as referee in disputes between contractors and his decisions shall be final and binding upon all.

### 32. EXISTING UTILITIES

Wherever any portion of the work is to be constructed adjacent to or across any utility lines, pipes, cables, wires, or sewers and it is probable that the work will cut, strike, injure or disarrange any of these services, the CONTRACTOR shall notify the owners thereof in ample time for their service men to arrive at the location, or he shall ascertain from the owners the method to be pursued in the repair or rearrangement of the said services, and shall within reason follow such method. The CONTRACTOR shall be responsible for any damages or the cost of repair to any utility services encountered in the work wherein the owner of the utility has acquired the right to maintain his service at the location occupied.

**Existing underground utilities, as indicated on the plans, are shown for information only. Locations are based on the best information available, however, exact locations in the field may vary. It shall be the Contractor's responsibility to verify exact locations. Should conflicts arise between new and existing utilities, (as shown on the plans), or new and abandoned utilities, (as shown on the plans), additional compensation for removal, relocation, etc. shall not be allowed. If a conflict arises with an unknown utility or a utility that is not shown on the plans, additional compensation may be available, on a case by case basis, as determined by the Owner.**

### 33. ACQUISITION OF UTILITY SERVICE

The CONTRACTOR shall make arrangements for, and furnish at his own expense all light, fuel, power, water and other facilities necessary to the performance of the work.

### 34. BARRICADES AND WARNING SIGNALS

The CONTRACTOR shall erect and maintain all necessary barricades, warning signs, instructional signs, red lights and torches, and other means of protecting the safety of the general public during the existence of the Contract. The CONTRACTOR shall indemnify and save harmless the OWNER and all of its officers, agents and employees against any claim or liability arising from or based on the improper placement, erection or maintenance of said devices for protecting the safety of the General Public. He shall also provide watchmen or other necessary methods of safeguarding the work from mischievous, malicious, or accidental damage during construction, and he will be held responsible for the preservation of the work until accepted by the OWNER.

35. PUBLIC CONVENIENCE

The CONTRACTOR shall at all times so arrange his method or procedure so as to cause the least inconvenience to the general public and to the residents of the areas in which the work is being performed. **Wherein it is necessary to close a portion of a street temporarily, due oral notice shall be given the residents of such intention.** Where ditches or other construction methods block private driveways for a period exceeding 12 hours, the ENGINEER may order the construction of temporary crossings. Such temporary crossings to be constructed by the CONTRACTOR at his own expense.

36. SANITARY PROVISIONS

The CONTRACTOR shall observe all rules and regulations of the State or Local Health Departments, and shall take precautions to avoid creating unsanitary conditions. **Necessary sanitary conveniences for the use of employees on the work, properly secluded from public observation, shall be erected and maintained by the CONTRACTOR and their use strictly enforced.**

37. PATENTS

If any patented or copyrighted design, device, material, or process is used, it is agreed without exception that contract prices are to include all royalties and cost arising from such patents and copyrights in anyway involved in the work. The CONTRACTOR shall indemnify and save harmless the OWNER from any and all claims for infringement by reason of the use of any such patent or copyright in the work.

38. WORKING DRAWINGS

The CONTRACTOR shall submit to the ENGINEER for approval such additional shop or working drawings of structures and equipment as may be required, and prior to the approval of such plans, any work done or materials ordered shall be at the CONTRACTOR'S risk. The contract price shall include the cost of furnishing such drawings. The Contractor shall provide a minimum of 3 copies of any such drawings.

39. MANUFACTURER'S PRODUCTS

Wherein the specifications a particular material or product is described or alluded to by reference to a name or brand, it shall be understood that a similar material or product that has the same qualities and will perform adequately the duties required by the general specifications and good practice, may be used, only if approval is obtained from the ENGINEER.



# WHITNEY & ASSOCIATES

INCORPORATED

2406 West Nebraska Avenue  
PEORIA, ILLINOIS 61604

## BORING LOG

BORING NO. B-01  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 1 OF 15

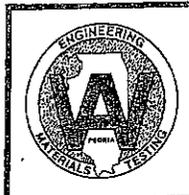
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 94+00; 5' Left of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT --- HRS. ---  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Q <sub>p</sub>	Q <sub>u</sub>	D <sub>d</sub>	M <sub>c</sub>
<u>BITUMINOUS CONCRETE</u>	<u>2"</u>						
<u>OIL And CHIPS</u>	<u>6"</u>						
<u>Brown Medium-Grained SAND And GRAVEL</u>	<u>13"</u>						
<u>Stiff, Brown And Dark Brown SILTY CLAY LOAM A-6</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>6</u>	<u>1.8</u>	<u>1.5</u>	<u>92</u>	<u>28</u>
<u>Stiff, Gray And Orange-Brown SILT LOAM A-4</u>	<u>06</u>	<u>SS</u>	<u>5</u>	<u>1.4</u>	<u>1.2</u>	<u>96</u>	<u>24</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Q<sub>p</sub> - CALIBRATED PENETROMETER READING - T.S.F.  
Q<sub>u</sub> - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
D<sub>d</sub> - NATURAL DRY DENSITY - P.C.F.  
M<sub>c</sub> - NATURAL MOISTURE CONTENT - %

WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS



# WHITNEY & ASSOCIATES

INCORPORATED

2406 West Nebraska Avenue  
PEORIA, ILLINOIS 61604

## BORING LOG

BORING NO. B-02  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET E OF 15

PROJECT CRUGER ROAD IMPROVEMENT  
BORING LOCATION Station 97+00; Centerline  
BORING TYPE Hollow Stem Auger  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C.  
GROUND SURFACE ELEVATION 0.0  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft.

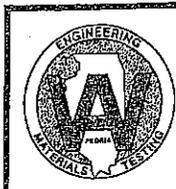
LOCATION Washington, Illinois  
DRILLED BY Fehl  
WEATHER CONDITIONS Partly Cloudy & Mild  
SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND WATER ELEVATION AT        HRS.         
GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>2.5'</u>						
<u>Brown, Medium-Grained SAND And GRAVEL</u>	<u>13.0'</u>						
<u>Very Stiff, Dark Gray SILTY CLAY With Trace Of Organic Matter A-6(16)</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>7</u>	<u>2.5</u>	<u>2.3</u>	<u>93</u>	<u>27</u>
<u>Medium, Gray And Orange-Brown Mottled Dark Gray SILTY CLAY LOAM A-6</u>	<u>06</u>	<u>SS</u>	<u>6</u>	<u>1.0</u>	<u>0.8</u>	<u>93</u>	<u>26</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS



# WHITNEY & ASSOCIATES

INCORPORATED

2406 West Nebraska Avenue  
PEORIA, ILLINOIS 61604

## BORING LOG

BORING NO. B-03  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 3 OF 15

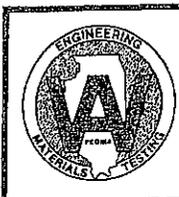
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 100+00; 5' Right of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U.S.B.S.C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>2.5'</u>						
<u>Brown, Medium-Grained SAND And GRAVEL</u>	<u>10.5'</u>						
<u>Very Stiff, Dark Gray SILTY CLAY LOAM A-6</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>7</u>	<u>2.5</u>	<u>2.3</u>	<u>98</u>	<u>24</u>
<u>Stiff, Gray And Orange-Brown SILTY CLAY LOAM A-6</u>	<u>06</u>	<u>SS</u>	<u>6</u>	<u>1.3</u>	<u>1.1</u>	<u>96</u>	<u>25</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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PEORIA, ILLINOIS



# WHITNEY & ASSOCIATES

INCORPORATED

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PEORIA, ILLINOIS 61604

## BORING LOG

BORING NO. B-04  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 4 OF 15

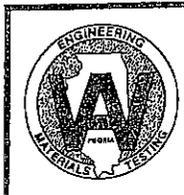
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 103+00; 5' Left of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT - HRS. -  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Q <sub>p</sub>	Q <sub>u</sub>	D <sub>d</sub>	M <sub>c</sub>
<u>BITUMINOUS CONCRETE</u>	3.0'						
<u>Brown, Medium-Grained SAND And GRAVEL</u>	9.0'						
<u>Stiff, Light Brown SILTY CLAY LOAM A-6</u>	02						
	04	SS	5	1.5	1.2	92	28
<u>Stiff, Orange-Brown And Gray SILT A-4</u>	06	SS	6	1.2	1.1	99	20
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Q<sub>p</sub> - CALIBRATED PENETROMETER READING - T.S.F.  
Q<sub>u</sub> - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
D<sub>d</sub> - NATURAL DRY DENSITY - P.C.F.  
M<sub>c</sub> - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-05  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 5 OF 15

PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 106+00; Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.0'						
<u>Brown Medium-Grained SAND And GRAVEL</u>	13.0'						
<u>Very Stiff, Black SILTY CLAY With Some Organic Matter A-6</u>	02						
	04	SS	9	4.0	3.6	101	22
<u>Medium, Gray Mottled Orange-Brown SILTY CLAY LOAM A-6</u>	06	SS	6	1.9	1.7	95	26
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-06  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 6 OF 15

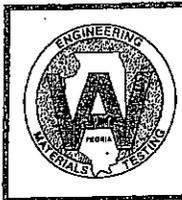
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 109+00; 5' Right of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.5'						
<u>Brown Medium-Grained SAND And GRAVEL</u> <u>Stiff, Gray-Brown And Orange-Brown</u> <u>SILTY CLAY LOAM A-6</u>	11.0'						
	02						
	04	SS	7	2.1	1.9	92	28
<u>Soft, Light Brown And Orange-Brown</u> <u>SILT A-4(6)</u>							
	06	SS	5	0.5	0.4	94	26
<u>EXPLORATORY BORING DISCONTINUED</u>							
	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER  
FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-07  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 7 OF 15

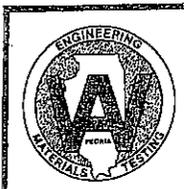
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 112+00; Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.3'						
<u>Brown Medium-Grained SAND And GRAVEL</u>	10.0'						
<u>Stiff, Black SILTY CLAY LOAM With Some Organic Matter A-6</u>	02						
	04	SS	8	2.1	1.9	91	27
<u>Medium, Gray And Orange-Brown Mottled Dark Gray SILTY CLAY LOAM A-6</u>	06	SS	6	1.1	0.9	92	28
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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**BORING LOG**

BORING NO. B-08  
 DATE 4-15-05  
 W. & A. FILE NO. 4263  
 SHEET 8 OF 15

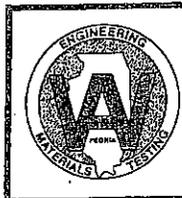
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
 BORING LOCATION Station 115+00; 5' Left of Centerline DRILLED BY Fehl  
 BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
 SOIL CLASSIFICATION SYSTEM U.S.B.S.C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
 GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
 BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>3.5'</u>						
<u>Brown Medium-Grained SAND And GRAVEL</u> <u>Stiff, Brown And Light Brown SILTY CLAY LOAM A-6</u>	<u>11.0'</u>						
	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>8</u>	<u>2.0</u>	<u>1.8</u>	<u>93</u>	<u>28</u>
<u>Medium, Light Brown And Gray SILT A-4</u>	<u>06</u>	<u>SS</u>	<u>5</u>	<u>1.1</u>	<u>1.0</u>	<u>100</u>	<u>24</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
 SS - SPLIT SPOON SAMPLE  
 ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
 Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
 Dd - NATURAL DRY DENSITY - P.C.F.  
 Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-09  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 9 OF 15

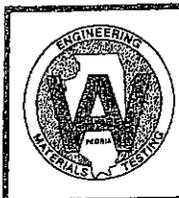
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 118+00; Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT - HRS. -  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.5'						
<u>Brown Medium-Grained SAND And GRAVEL</u> <u>Medium, Light Brown And Gray SILT</u> <u>A-4(5)</u>	11.0'						
	02						
	04	SS	10	1.2	0.9	98	23
<u>Medium, Light Brown SILTY CLAY</u> <u>LOAM A-6</u>	06	SS	6	0.8	0.7	92	28
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER  
FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-10  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 10 OF 15

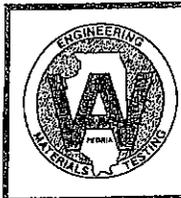
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 121+00; 5' Left Of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U. S. B. S. C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT — HRS. —  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	5.0'						
<u>Brown Medium-Grained SAND And GRAVEL</u>	12.0'						
<u>Medium, Light Brown And Orange-Brown SILTY CLAY LOAM A-6</u>	02						
	04	SS	4	0.7	0.6	90	29
<u>Medium, Light Brown And Gray SILT A-4</u>	06	SS	6	0.6	0.5	101	23
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-11

DATE 4-15-05

W. & A. FILE NO. 4263

SHEET 11 OF 15

PROJECT CRUGER ROAD IMPROVEMENT

LOCATION Washington, Illinois

BORING LOCATION Station 124+00; 5' Right Of Centerline

DRILLED BY Fehl

BORING TYPE Hollow Stem Auger

WEATHER CONDITIONS Partly Cloudy & Mild

SOIL CLASSIFICATION SYSTEM U. S. B. S. C.

SEEPAGE WATER ENCOUNTERED AT ELEVATION None

GROUND SURFACE ELEVATION 0.0

GROUND WATER ELEVATION AT — HRS. —

BORING DISCONTINUED AT ELEVATION (-)7.0 Ft.

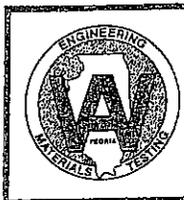
GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>5.5'</u>						
<u>Brown Medium-Grained SAND And GRAVEL</u>	<u>12.0'</u>						
<u>Stiff, Dark Gray SILTY CLAY LOAM</u> <u>With Considerable Organic Matter</u> <u>A-6</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>7</u>	<u>2.1</u>	<u>2.0</u>	<u>90</u>	<u>28</u>
<u>Stiff, Light Brown And Gray-Brown</u> <u>Mottled Dark Brown SILTY CLAY</u> <u>LOAM A-6</u>	<u>06</u>	<u>SS</u>	<u>7</u>	<u>1.3</u>	<u>1.1</u>	<u>92</u>	<u>28</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER  
FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-12

DATE 4-15-05

W. & A. FILE NO. 4263

SHEET 12 OF 15

PROJECT CRUGER ROAD IMPROVEMENT

LOCATION Washington, Illinois

BORING LOCATION Station 127+00; Centerline

DRILLED BY Fehl

BORING TYPE Hollow Stem Auger

WEATHER CONDITIONS Partly Cloudy & Mild

SOIL CLASSIFICATION SYSTEM U. S. B. S. C.

SEEPAGE WATER ENCOUNTERED AT ELEVATION None

GROUND SURFACE ELEVATION 0.0

GROUND WATER ELEVATION AT \_\_\_\_\_ HRS. \_\_\_\_\_

BORING DISCONTINUED AT ELEVATION (-)7.0 Ft.

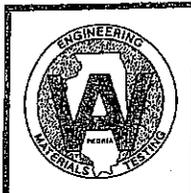
GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.5"						
<u>Brown Medium-Grained SAND And GRAVEL</u> <u>Stiff, Light Brown And Brown</u> <u>SILTY CLAY A-6</u>	14.0'						
	02						
	04	SS	7	2.6	2.0	93	27
	06	SS	8	2.1	1.7	92	29
<u>EXPLORATORY BORING DISCONTINUED</u>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER  
FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-13  
DATE 4-15-05  
W. & A. FILE NO. 4263  
SHEET 13 OF 15

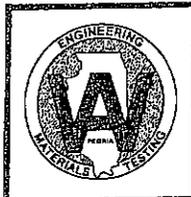
PROJECT CRUGER ROAD IMPROVEMENT LOCATION Washington, Illinois  
BORING LOCATION Station 130+00; 5' Left Of Centerline DRILLED BY Fehl  
BORING TYPE Hollow Stem Auger WEATHER CONDITIONS Partly Cloudy & Mild  
SOIL CLASSIFICATION SYSTEM U.S.B.S.C. SEEPAGE WATER ENCOUNTERED AT ELEVATION None  
GROUND SURFACE ELEVATION 0.0 GROUND WATER ELEVATION AT \_\_\_\_\_ HRS. \_\_\_\_\_  
BORING DISCONTINUED AT ELEVATION (-)7.0 Ft. GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>5.5'</u>						
<u>Brown Medium-Grained SAND And GRAVEL</u>	<u>13.5'</u>						
<u>Stiff, Light Brown And Brown SILTY CLAY LOAM A-6(13)</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>5</u>	<u>1.4</u>	<u>1.1</u>	<u>95</u>	<u>24</u>
<u>Medium, Light Brown SILT A-4</u>	<u>06</u>	<u>SS</u>	<u>6</u>	<u>1.0</u>	<u>0.7</u>	<u>102</u>	<u>19</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

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## BORING LOG

BORING NO. B-14

DATE 4-15-05

W. & A. FILE NO. 4263

SHEET 14 OF 15

PROJECT CRUGER ROAD IMPROVEMENT

LOCATION Washington, Illinois

BORING LOCATION Station 133+00; 5' Right Of Centerline

DRILLED BY Fehl

BORING TYPE Hollow Stem Auger

WEATHER CONDITIONS Partly Cloudy & Mild

SOIL CLASSIFICATION SYSTEM U. S. B. S. C.

SEEPAGE WATER ENCOUNTERED AT ELEVATION None

GROUND SURFACE ELEVATION 0.0

GROUND WATER ELEVATION AT        HRS.       

BORING DISCONTINUED AT ELEVATION (-)7.0 Ft.

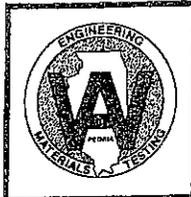
GROUND WATER ELEVATION AT COMPLETION None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	<u>5.5"</u>						
<u>Brown Medium-Grained SAND And GRAVEL</u>	<u>14.5"</u>						
<u>Stiff, Light Brown SILTY CLAY LOAM</u> <u>A-6</u>	<u>02</u>						
	<u>04</u>	<u>SS</u>	<u>11</u>	<u>2.0</u>	<u>1.5</u>	<u>92</u>	<u>28</u>
<u>Very Stiff, Brown, Weathered</u> <u>GLACIAL SILTY CLAY TILL A-6</u>	<u>06</u>	<u>SS</u>	<u>7</u>	<u>2.5</u>	<u>2.2</u>	<u>120</u>	<u>15</u>
<u>EXPLORATORY BORING DISCONTINUED</u>	<u>08</u>						
	<u>10</u>						
	<u>12</u>						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER  
FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS



# WHITNEY & ASSOCIATES

INCORPORATED

2406 West Nebraska Avenue  
PEORIA, ILLINOIS 61604

## BORING LOG

**BORING NO.** B-15  
**DATE** 4-15-05  
**W. & A. FILE NO.** 4263  
**SHEET** 15 **OF** 15

**PROJECT** CRUGER ROAD IMPROVEMENT **LOCATION** Washington, Illinois  
**BORING LOCATION** Station 136+00; Centerline **DRILLED BY** Fehl  
**BORING TYPE** Hollow Stem Auger **WEATHER CONDITIONS** Partly Cloudy & Mild  
**SOIL CLASSIFICATION SYSTEM** U. S. B. S. C. **SEEPAGE WATER ENCOUNTERED AT ELEVATION** None  
**GROUND SURFACE ELEVATION** 0.0 **GROUND WATER ELEVATION AT** \_\_\_\_\_ **HRS.** \_\_\_\_\_  
**BORING DISCONTINUED AT ELEVATION** (-)7.0 Ft. **GROUND WATER ELEVATION AT COMPLETION** None

DESCRIPTION	DEPTH IN FEET	SAMPLE TYPE	N	Qp	Qu	Dd	Mc
<u>BITUMINOUS CONCRETE</u>	4.5"						
<u>Brown Medium-Grained SAND And GRAVEL</u>	12.0"						
Loose, Gray-Brown And Light Brown, Fine- To Coarse-Grained SAND, Fine-Grained GRAVEL And SILTY CLAY (Fill) A-1-b	02						
	04	SS	9	-	-	-	14
<u>Medium, Light Brown SILT</u> A-4	06	SS	5	1.0	0.7	102	18
<b>EXPLORATORY BORING DISCONTINUED</b>	08						
	10						
	12						

N - BLOWS DELIVERED PER FOOT BY A 140 LB. HAMMER FALLING 30 INCHES  
SS - SPLIT SPOON SAMPLE  
ST - SHELBY TUBE SAMPLE

Qp - CALIBRATED PENETROMETER READING - T.S.F.  
Qu - UNCONFINED COMPRESSIVE STRENGTH - T.S.F.  
Dd - NATURAL DRY DENSITY - P.C.F.  
Mc - NATURAL MOISTURE CONTENT - %

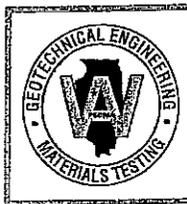
WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS

TELEPHONE

309-673-2131

TESTS \* INVESTIGATIONS  
ANALYSIS \* DESIGN \* EVALUATIONS  
CONSULTATION \* REPORTS \* INSPECTIONS  
ARBITRATION \* EXPERT WITNESS TESTIMONY  
\*\*\*\*\*

SOILS \* PORTLAND CEMENT CONCRETE  
BITUMINOUS CONCRETE \* STEEL  
ASPHALT \* AGGREGATES \* EMULSIONS  
POZOLANIC MATERIALS \* LIME



# WHITNEY & ASSOCIATES

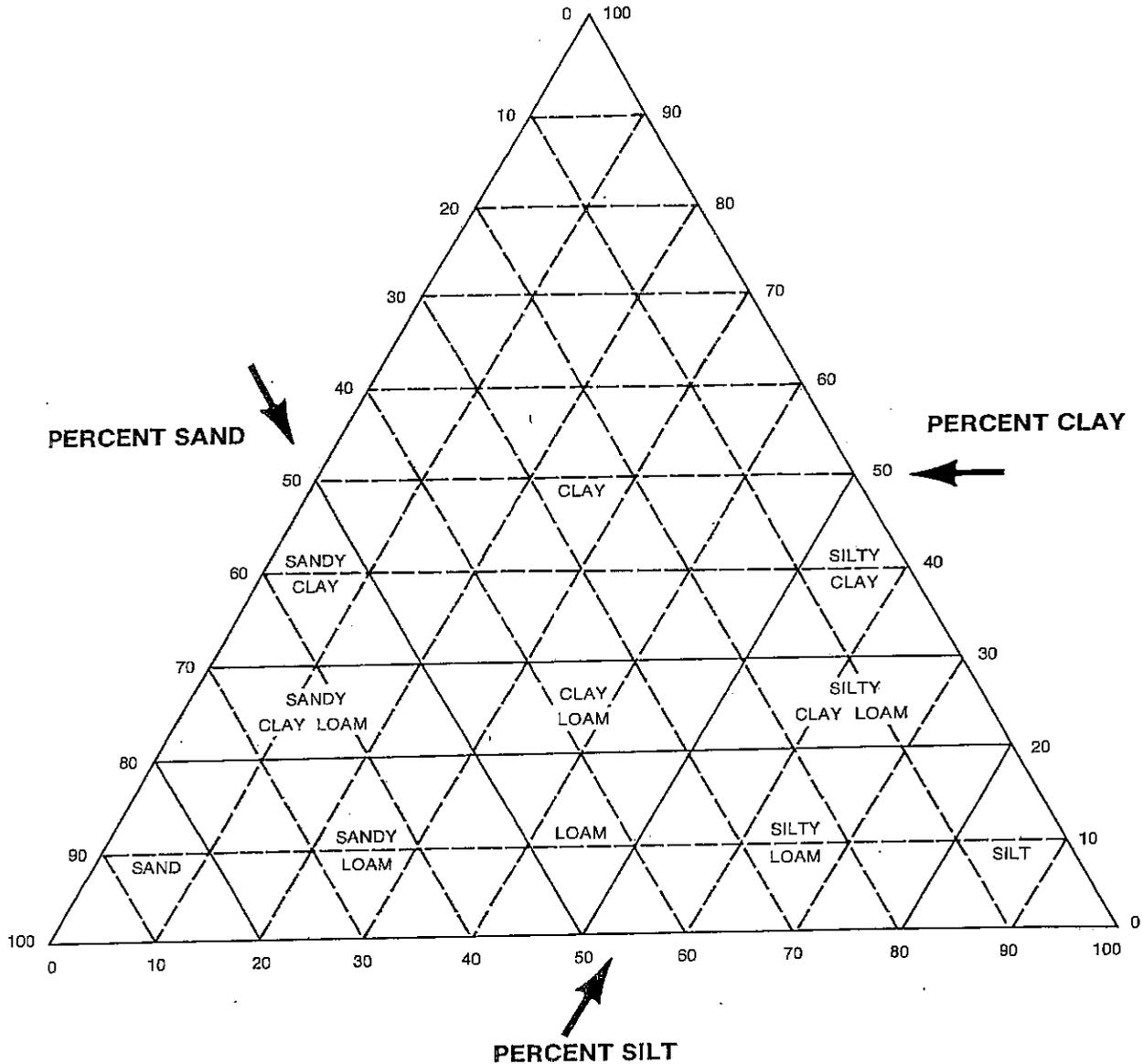
INCORPORATED

2406 West Nebraska Avenue  
PEORIA, ILLINOIS 61604-3193

TELEFAX

309-673-3050

GEOTECHNICAL ENGINEERING  
CONSTRUCTION QUALITY CONTROL  
SUBSURFACE EXPLORATIONS  
ENVIRONMENTAL INVESTIGATIONS  
\*\*\*\*\*  
MONITORING WELL INSTALLATIONS  
BUILT-UP ROOF INVESTIGATIONS  
WELDER CERTIFICATIONS  
INSURANCE INVESTIGATIONS



## TRIANGULAR TEXTURAL CLASSIFICATION CHART

DEVELOPED BY  
UNITED STATES BUREAU OF SOILS AND CHEMISTRY  
(U.S.B.S.C.)

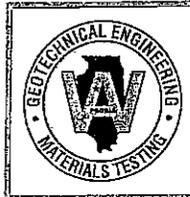
WHITNEY & ASSOCIATES  
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\*\*\*\*\*

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BUILT-UP ROOF INVESTIGATIONS  
WELDER CERTIFICATIONS  
INSURANCE INVESTIGATIONS

**SOIL MECHANICS CLASSIFICATION SYSTEMS**

**TEXTURAL CLASSIFICATION**

DESCRIPTION	SIZE
BOULDERS	LARGER THAN 3.0 IN.
COARSE GRAVEL	0.75 IN. — 3.0 IN.
FINE GRAVEL	NO. 4 SIEVE — 0.75 IN.
COARSE SAND	NO. 10 SIEVE — NO. 4 SIEVE
MEDIUM SAND	NO. 40 SIEVE — NO. 10 SIEVE
FINE SAND	NO. 200 SIEVE — NO. 40 SIEVE
SILT	LESS THAN NO. 200 SIEVE — NONPLASTIC
CLAY	LESS THAN NO. 200 SIEVE — PLASTIC

**QUANTITY CLASSIFICATION**

DESCRIPTION	PERCENT
TRACE	0 - 5
SMALL AMOUNT	5 - 10
SOME	10 - 15
CONSIDERABLE	15 - 20
SUBORDINATE TEXTURAL CLASSIFICATION	OVER 20

**RELATIVE DENSITY CLASSIFICATION — COHESIONLESS SOILS**

N. BLOWS / FT.	RELATIVE DENSITY
0 - 4	VERY LOOSE
4 - 10	LOOSE
10 - 30	MEDIUM
30 - 50	DENSE
OVER 50	VERY DENSE

**\* CONSISTENCY CLASSIFICATION — COHESIVE SOILS**

N. BLOWS / FT.	CONSISTENCY	Q <sub>u</sub> , TONS / SQ. FT.
0 - 2	VERY SOFT	0.00 - 0.25
2 - 4	SOFT	0.25 - 0.50
4 - 8	MEDIUM	0.50 - 1.00
8 - 15	STIFF	1.00 - 2.00
15 - 30	VERY STIFF	2.00 - 4.00
OVER 30	HARD	OVER - 4.00

**\* NOTE:**

THIS CLASSIFICATION SYSTEM IS TO BE USED SOLELY AS A GUIDE AND IS NOT ADEQUATE FOR PURPOSES OF DESIGN.

# WHITNEY & ASSOCIATES GENERAL CONDITIONS (GEOTECHNICAL AND CONSTRUCTION SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF WHITNEY & ASSOCIATES EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS WHITNEY & ASSOCIATES AGREES OTHERWISE IN WRITING.

1. **PARTIES AND SCOPE OF WORK.** "This Agreement" consists of Whitney & Associates (W&A) proposal, W&A's Schedule of Fees and Services, client's written acceptance thereof, if accepted by W&A, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Whitney & Associates (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by W&A for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by W&A. Unless otherwise expressly assigned in writing, W&A shall have no duty to any third party, and in no event shall W&A have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from W&A shall constitute acceptance of W&A's proposal and these General Conditions.

2. **SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If W&A is required to delay any part of its services to accommodate the requests, requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

3. **ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for W&A to perform its services. W&A shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, W&A has not included in its fee the cost of restoration of damage which may occur. If client desires or requires W&A to restore the site to its former condition, W&A will, upon written request, perform such additional work as is necessary to do so and client agrees to pay to W&A the cost thereof plus W&A's normal markup for overhead and profit.

4. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that client has advised W&A of any known or suspected hazardous materials, utility lines and underground structures at any site at which W&A is to perform services under this Agreement.

5. **DISCOVERY OF POLLUTANTS:** W&A services shall not include investigation for hazardous substances, materials or wastes or petroleum products. Hazardous materials, substances or wastes (all cumulatively referred to herein as "hazardous substances") includes, but is not limited to, any substance, waste, pollutant or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. W&A shall not be liable for any contamination as a result of hazardous substances which may be encountered. In the event that hazardous substances are suspected by W&A, W&A's sole duty shall be to notify client and W&A has no duty to identify or attempt to identify within the project area.

6. **MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, W&A will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and W&A recommendations. No claims for loss, damage or injury shall be brought against W&A unless all tests and inspections have been so performed and unless W&A recommendations have been followed.

W&A services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. W&A services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. W&A services or failure to performed same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. W&A services shall not include any responsibility or liability for the owner and/or contractors site safety and/or operations of construction, including surface water management practices. "Contractor" as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

7. **LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by W&A unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. W&A shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by W&A are not designed to detect intentional concealment or misrepresentation of fact by others. W&A services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against W&A as a result of its services.

8. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of W&A report.

9. **TERMINATION:** This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, W&A shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. **PAYMENT:** The firm or individual engaging W&A is responsible for payment of charges unless W&A is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within thirty (30) days at the rate of eighteen (18%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and W&A costs of collection of such accounts, including court costs and reasonable attorney's fees.

11. **STANDARD OF CARE:** W&A professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, W&A will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. W&A may rely upon information supplied by the client engaging W&A, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, W&A will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in W&A reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. **LIMITATION OF LIABILITY:** Should W&A or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon W&A services or work agree that the maximum aggregate amount of damages for which W&A, its officers, employees and agents shall be liable is limited to \$10,000 or the total amount of the fee paid to W&A for its services performed with respect to the project whichever amount is greater.

In the event client is unwilling or unable to limit the damages for which W&A may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of W&A's proposal together with payment of an additional fee in the amount of 5% of W&A's estimated cost for its services (to be adjusted to 5% of the amount actually billed by W&A for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of W&A's fee whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

13. **INDEMNITY:** Subject to the provisions set forth herein, W&A and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fees arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. W&A and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. **SUBPOENAS:** W&A employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay W&A pursuant to W&A's then current Fee Schedule for any W&A employee(s) subpoenaed by any party as an occurrence witness as a result of W&A's services.

15. **OTHER AGREEMENTS:** W&A shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein W&A waives any rights to a mechanics lien, or any provision that conditions W&A's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that W&A shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction, are merged in this Agreement. Unless expressly accepted by W&A in writing prior to delivery of W&A's services, client shall not add any conditions other than those contained in this Agreement. W&A's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State Of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of Peoria, Peoria, Illinois, or the Federal District Court for The Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

WHITNEY & ASSOCIATES  
PEORIA, ILLINOIS



Route FAU 6737  
Section 03-00089-02-PV  
County Tazewell

Marked Cruger Road  
Project No. M-5093-110

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency 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.

*Robert Moccia*  
Signature

SEPT. 22, 2006  
Date

COY ADMINISTRATION  
Title

1. Site Description

a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

Complete reconstruction of Cruger Road from +/- 600 feet easterly of the existing intersection of Dallas Rd. and Cruger Rd. easterly +/- 4,800 feet to the intersection with Main St.; including earthwork, storm sewer, curb and gutter, P.C.C. pavement, and pavement marking.

b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):  
See attached Sequence of Operations

c. The total area of the construction site is estimated to be 9.67 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 7.68 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural 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 a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) **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: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

Temporary Seeding, Permanent Seeding, Mulch Method 2, and Erosion Control Blanket shall be used as indicated on the plans.

(ii) **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 silt fences, earth dikes, drainage swales, sediment traps, check dams, 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.

Description of Structural Practices (use additional pages, as necessary):

Temporary Ditch Checks, Perimeter Erosion Barrier and Inlet Filters shall be used as indicated on the plans.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control 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.

(i) Such practices may include: 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 Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

(ii) 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 Storm Water Management Controls (use additional pages, as necessary):

Drop Structure and Stone Riprap Class C4 shall be used as indicated on the plans.

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

**d. Approved State or Local Plans**

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, 1995. 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 or site permits or 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 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:

See Construction Plans Sheets 2, 16, 17 & 27

### 3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

Temporary Seeding shall be applied and reapplied in accordance with the "Standard Specifications for Road and Bridge Construction" current edition. Inlet Filters and Temporary Ditch Checks shall be replaced if the intended effectiveness is no longer satisfied. Perimeter Erosion Barrier shall be replaced or reinstalled should it become damaged to the extent that it does not satisfy the intended effectiveness.

### 4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. 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 or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency 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 noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance 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

**5. Non-Storm Water Discharges**

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

## SUGGESTED SEQUENCE OF OPERATIONS

### PHASE I

1. Install required traffic control.
2. Close existing Cruger Road from Sta. 93+62.36 to Sta. 113+72.00.
3. Complete all construction items in their entirety except pavement marking.
4. Construct temporary driveway entrance to serve existing approach at Rt. Sta. 113+58.83.

### PHASE II

1. Install necessary traffic control.
2. Open completed Phase I.
3. Close existing Cruger Road from Sta. 113+72.00 to Sta. 141+64.37 and close side street access at Devonshire Drive, Breeze Way and Comfort Way.
4. Complete all construction items in their entirety except pavement marking.

### PHASE III

1. Install necessary traffic control.
2. Open Cruger Road to traffic and complete pavement marking pay items.



This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information:

Route FAU 6737  
Section 03-00089-02-PV  
County Tazewell

Marked Cruger Road  
Project No. M-5093-110

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip Code

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

## **CEMENT (BDE)**

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

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

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

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

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) **Rapid Hardening Cement.** Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

- (e) **Calcium Aluminate Cement.** Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $\text{Al}_2\text{O}_3$ ), maximum 42 percent calcium oxide ( $\text{CaO}$ ), maximum 1 percent magnesium oxide ( $\text{MgO}$ ), maximum 0.4 percent sulfur trioxide ( $\text{SO}_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

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

Effective: September 1, 2000

Revised: January 1, 2007

**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 DBE Directory or most recent addendum.

**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.

**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 firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR.** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 15 % 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 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 forth in this Special Provision:

- (a) The bidder documents that firmly committed 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 may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.il.gov](http://www.dot.il.gov).

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a 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 that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted 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). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven 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 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 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. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating 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) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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 firm 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 firm 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt 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 could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the 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 a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after 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 pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. 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 whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**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 Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) 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 therefor 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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report 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 Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

## ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:  
"Excavation in rock will be measured for payment according to Article 502.12.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:  
"Excavation in rock will be paid for according to Article 502.13.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:  
— "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.  
"(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300  $\mu\text{m}$ )" to "(600  $\mu\text{m}$ )".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL - BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT, Page 207".

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## **HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)**

Effective: January 1, 2005

Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work.”

80142

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

## POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004

Revised: January 1, 2007

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

(a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.

(b) Pigmentation. The pigment content by weight (mass) of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than  $\pm$  two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

(c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.

(d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Y	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy

panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.

- (j) Reflective Media. The reflective media shall meet the following requirements:

- (1) Type 1 - The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:

- a. **First Drop Glass Beads.** The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 $\mu$ m	0-5

- b. **Second Drop Glass Beads.** The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.

- (2) **Type II -** The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:

- a. **First Drop Glass Beads.** The first drop glass beads shall meet the following requirements:

1. **Composition.** The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
2. **Index of Refraction.** All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
3. **Acid Resistance.** A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.

- b. **Second Drop Glass Beads.** The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:

1. **Sieve Analysis.** The glass beads shall meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
20	850 $\mu\text{m}$	100
30	600 $\mu\text{m}$	75-95
50	300 $\mu\text{m}$	15-35
100	150 $\mu\text{m}$	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

2. Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
  3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
- (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
  - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (l) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth

herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

(n) Acceptance samples. Acceptance samples shall consist of one 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.

(o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless impingement mixing guns. The static mixing tube or impingement mixing guns shall accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register

the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of  $\pm 5$  °F ( $\pm 2.8$  °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

### CONSTRUCTION REQUIREMENTS

General. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

Notification. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

Inspection. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

Method of Measurement. This work will be measured for payment in place, in feet (meters). Double yellow lines will be measured as two separate lines.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

80119

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

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

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs ..... 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

## RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: January 2, 2007

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

**1031.01 Description.** Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

**1031.02 Stockpiles.** The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

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

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

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Conglomerate "D" Quality (DQ): Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

**1031.03 Testing.** When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

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

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

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

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity ( $G_{mm}$ ) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

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

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		$\pm 5 \%$
1/2 in. (12.5 mm)	$\pm 8 \%$	$\pm 15 \%$
No. 4 (4.75 mm)	$\pm 6 \%$	$\pm 13 \%$
No. 8 (2.36 mm)	$\pm 5 \%$	
No. 16 (1.18 mm)		$\pm 15 \%$
No. 30 (600 $\mu\text{m}$ )	$\pm 5 \%$	
No. 200 (75 $\mu\text{m}$ )	$\pm 2.0 \%$	$\pm 4.0 \%$
Asphalt Binder	$\pm 0.4 \%$ <sup>1/</sup>	$\pm 0.5 \%$
$G_{mm}$	$\pm 0.02 \%$ <sup>2/</sup>	

1/ The tolerance for conglomerate 3/8 shall be  $\pm 0.3 \%$ .

2/ Applies only to conglomerate 3/8. When variation of the  $G_{mm}$  exceeds the  $\pm 0.02 \%$  tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

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

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

**1031.04 Quality Designation of Aggregate in RAP.** The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

**1031.05 Use of RAP in HMA.** The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

SUPERPAVE MIXTURES <sup>1/, 3/</sup>	MAXIMUM % RAP			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10	10
50	25	15	10	10
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10	10
90	10	10	10	10
105	10	10	10	10

Note 1: For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

**1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80172

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

Revise Article 1006.10(a) of the Standard Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element <sup>1/</sup>	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	<sup>2/</sup>	<sup>2/</sup>
Chromium	<sup>2/</sup>	<sup>2/</sup>
Molybdenum	<sup>2/</sup>	<sup>2/</sup>
Copper	<sup>2/</sup>	<sup>2/</sup>
Titanium	<sup>2/</sup>	<sup>2/</sup>
Vanadium	<sup>2/</sup>	<sup>2/</sup>
Columbium	<sup>2/</sup>	<sup>2/</sup>
Aluminum	<sup>2/</sup> , <sup>3/</sup>	<sup>2/</sup> , <sup>3/</sup>
Tin <sup>4/</sup>	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
  - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
  - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
  - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
  - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

## SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Class - Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

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

Variety of Seeds	Hard Seed	Purity	Pure Live Seed %	Weed	Secondary *	Notes
	% Max.	% Min.	Min.	% Max.	Noxious Weeds No. per oz (kg) Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Audubon Red Fescue	0	97	82	0.10	3 (105)	-
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Rescue 911 Hard Fescue	0	97	82	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

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

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

80131

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

80143

## TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

“Temporary ditch checks shall be constructed with rolled excelsior, products from the Department’s approved list, or with aggregate when specified.”

Revise Article 1081.15(f) of the Standard Specifications to read:

“(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm).”

80087

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

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

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

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within <sup>150</sup> working days.

80071

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

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

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

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

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

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

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

### III. NONSEGREGATED FACILITIES

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

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

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

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

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

**V. STATEMENTS AND PAYROLLS**

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

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

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

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

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

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

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

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower 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.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

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

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

### **NOTICE**

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

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

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

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

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