

# **BID PROPOSAL INSTRUCTIONS**

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

## **PREQUALIFICATION**

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

## **WHO CAN BID ?**

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

## **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

## **ABOUT AUTHORIZATION TO BID**

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

## **ADDENDA AND REVISIONS**

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

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

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

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

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

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

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

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

## **BID SUBMITTAL CHECKLIST**

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

**Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.

**Disadvantaged Business Utilization Plan and/or Good Faith Effort** – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

**The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site.** A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

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

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

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

**QUESTIONS: following contract execution**

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

# 160

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 25, 2014

**NOTICE TO PROSPECTIVE BIDDERS**

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.  
BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Route FAS 1434 (Tennessee Blacktop)  
Project RS-1434(106)  
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
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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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. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Project RS-1434(106)  
Route FAS 1434 (Tennessee Blacktop)  
District 4 Construction Funds**

**This project consists of pavement improvements, including cold-in-place recycling of existing HMA pavement, milling or removal of existing HMA pavement, milling or removal of existing HMA pavement, PCC inlay, full depth PCC pavement, aggregate shoulders, addition of curb and gutter, storm sewer improvement, pavement markings and signage located on Tennessee Blacktop from US 136 North to IL Route 9.**

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



**RETURN WITH BID**

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

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

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

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

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

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

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

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

Item \_\_\_\_\_

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

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes   
 Check box No

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

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COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
MCDONOUGH	109	04	11-00101-00-RS	RS-1434/106/000	FAS 1434

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
LR400005	CIR-FDR EMULS ASPHALT	GALLON	258,471.000	X	=	=	
LR400760	CIP RECYCLING 6.0	SQ YD	116,656.000	X	=	=	
LR403300	SURFACE PROFILE MILL	SQ YD	116,656.000	X	=	=	
XX000714	FENCE REM & RE-ERECT	FOOT	67.000	X	=	=	
XX004450	BIT SURF TREAT A-2 SP	SQ YD	116,656.000	X	=	=	
XX006343	SEEDING (COMPLETE)	SQ YD	792.000	X	=	=	
XX006529	CONC C&G OUTLET SP	EACH	3.000	X	=	=	
XX007371	PCC PVMT FURNISHED	CU YD	83.000	X	=	=	
XX008871	MULCH	SQ YD	455.000	X	=	=	
X0324058	OUTLET SPL	EACH	1.000	X	=	=	
X4200840	PCC INLAY 4	SQ YD	743.000	X	=	=	
X6026050	SANITARY MANHOLE ADJ	EACH	1.000	X	=	=	
X6061815	COMB CC&G TM SPL	FOOT	169.000	X	=	=	
X7010216	TRAF CONT & PROT SPL	L SUM	1.000	X	=	=	
X7240300	SIGN REMOVAL	EACH	3.000	X	=	=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X				
Z0200100	EARTH EXCAVATION	CU YD	525.000 X				
Z0201200	REM & DISP UNS MATL	CU YD	50.000 X				
Z0700110	POROUS GRAN EMBANK	TON	100.000 X				
Z0800150	TRENCH BACKFILL	CU YD	10.000 X				
Z11101615	TOPSOIL F & P 4	SQ YD	792.000 X				
Z25100630	EROSION CONTR BLANKET	SQ YD	282.000 X				
Z25100635	HD EROS CONTR BLANKET	SQ YD	55.000 X				
Z28000250	TEMP EROS CONTR SEED	POUND	17.000 X				
Z28000305	TEMP DITCH CHECKS	FOOT	21.000 X				
Z28000400	PERIMETER EROS BAR	FOOT	860.000 X				
Z28000510	INLET FILTERS	EACH	4.000 X				
Z31100500	SUB GRAN MAT A 6	SQ YD	1,420.000 X				
Z40200800	AGG SURF CSE B	TON	35.000 X				
Z42000110	PCC PVT 6 1/2	SQ YD	1,357.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42001300	PROTECTIVE COAT	SQ YD	2,170.000	X	=	=	=
42400100	PC CONC SIDEWALK 4	SQ FT	64.000	X	=	=	=
44000100	PAVEMENT REM	SQ YD	1,044.000	X	=	=	=
44000165	HMA SURF REM 4	SQ YD	778.000	X	=	=	=
44000600	SIDEWALK REM	SQ FT	74.000	X	=	=	=
44004000	PAVED DITCH REMOVAL	FOOT	43.000	X	=	=	=
48101200	AGGREGATE SHLDS B	TON	5,370.000	X	=	=	=
550A0050	STORM SEW CL A 1 12	FOOT	67.000	X	=	=	=
60221100	MAN TA 5 DIA T1F CL	EACH	1.000	X	=	=	=
60236200	INLETS TA T8G	EACH	2.000	X	=	=	=
60500040	REMOV MANHOLES	EACH	1.000	X	=	=	=
67100100	MOBILIZATION	L SUM	1.000	X	=	=	=
70300100	SHORT TERM PAVT MKING	FOOT	5,200.000	X	=	=	=
72000100	SIGN PANEL T1	SQ FT	18.000	X	=	=	=
72900100	METAL POST TY A	FOOT	27.000	X	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78001110	PAINT PVT MK LINE 4	FOOT	35,445.000 X	=			
78009004	MOD URETH PM LINE 4	FOOT	1,098.000 X	=			
78009024	MOD URETH PM LINE 24	FOOT	39.000 X	=			
TOTAL				\$			

NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to 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.

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

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

Section 50-30. Revolving door prohibition.

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

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

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

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

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

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

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

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

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

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

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

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

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

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act provides 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.

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

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

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

## RETURN WITH BID

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.

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

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

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

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

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

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

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

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

Section 50-36 of the Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

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

## RETURN WITH BID

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

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

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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.

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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.  
**The current annual salary of the Governor is \$177,412.00.**

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

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

### C. Disclosure Form Instructions

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by 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 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

## RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

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

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

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

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

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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 \_\_\_

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, 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 CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' 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. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Project RS-1434(106)  
Route FAS 1434 (Tennessee Blacktop)  
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. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Project RS-1434(106)  
Route FAS 1434 (Tennessee Blacktop)  
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.



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

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

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

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

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

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

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

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

---

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary for PRINCIPAL**

**Notary for SURETY**

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

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

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

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

(Name of Notary Public)

(Name of Notary Public)

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

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

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

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

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

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

**(1) Policy**

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

**(2) Obligation**

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

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

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

**(4) Assurance**

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

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

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

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

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

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

Bureau of Small Business Enterprises  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

**Local Let Projects**  
Submit forms to the  
Local Agency

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



# 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. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Project RS-1434(106)  
Route FAS 1434 (Tennessee Blacktop)  
District 4 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Subcontracting Company

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

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

**I. DISCLOSURES**

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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.

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

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

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

**C. Disclosure Form Instructions**

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

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by 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 subcontractor is responsible for the accuracy of any information provided.

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

## RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

---

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

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

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

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

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

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

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

---

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

---

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

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

---

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

---

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

---

**RETURN WITH SUBCONTRACT**

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

---

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

---

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

---

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

If "No" is checked, the subcontractor only needs to complete the signature box on 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 CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. April 25, 2014. 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. 89607  
MCDONOUGH County  
Section 11-00101-00-RS  
Project RS-1434(106)  
Route FAS 1434 (Tennessee Blacktop)  
District 4 Construction Funds**

**This project consists of pavement improvements, including cold-in-place recycling of existing HMA pavement, milling of removal of existing HMA pavement, milling or removal of existing HMA pavement, PCC inlay, full depth PCC pavement, aggregate shoulders, addition of curb and gutter, storm sewer improvement, pavement markings and signage located on Tennessee Blacktop from US 136 North to IL Route 9.**

- 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

Ann L. Schneider,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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LR 107-7		<input type="checkbox"/> Wages of Employees on Public Works	Jan. 1, 1999	Jan. 1, 2014
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		<input type="checkbox"/> Equipment Rental Rates	Jan. 1, 2012	
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		<input type="checkbox"/> Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5	15	<input checked="" type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1	24	<input checked="" type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class Sl Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class Sl Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1	26	<input checked="" type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS  
For the April 25 and June 13, 2014 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
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
* 80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
* 80334	33	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	
80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
* 80335	34	X	Contract Claims	April 1, 2014	
80029	35	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265			Friction Aggregate	Jan. 1, 2011	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329			Glare Screen	Jan. 1, 2014	
80303	45	X	Granular Materials	Nov. 1, 2012	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov 1, 2013	
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov 1, 2013	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov 1, 2013
* 80336			Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324			LRFD Pipe Culvert Burial Tables	Nov 1, 2013	April 1, 2014
80325	46	X	LRFD Storm Sewer Burial Tables	Nov 1, 2013	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80337			Paved Shoulder Removal	April 1, 2014	
80330			Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254			Pavement Patching	Jan. 1, 2010	
80331	56	X	Payrolls and Payroll Records	Jan. 1, 2014	
80332			Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	58	X	Portland Cement Concrete Equipment	Nov 1, 2013	
* 80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80328	59	X	Progress Payments	Nov. 2, 2013	
80281	60	X	Quality Control/Quality Assurance of Concrete Mixes	Jan. 1, 2012	Jan. 1, 2014
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80327	61	X	Reinforcement bars	Nov 1, 2013	
80283	63	X	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	67	X	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307			Seeding	Nov. 1, 2012	
* 80339			Stabilized Subbase	April 1, 2014	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	68	X	Tracking the Use of Pesticides	Aug. 1, 2012	
80333			Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338			Training Special Provisions	Oct. 15, 1975	
* 80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288			Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	69	X	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>		<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80309	Anchor Bolts		Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer		Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain		Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads		Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier		Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages		Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking		Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Moveable Traffic Barrier		Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal		Recurring CS #33	April 1, 2009	
80321	Pavement Removal		Article 440.07	April 1, 2013	
80022	Payments to Subcontractors		Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete		Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants		Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings		Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete		Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment		Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal		Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro Surfacing		Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance – Slurry Seal		Recurring CS #37	Jan. 1, 2009	April 1, 2012

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80224	Restoring Bridge Approach Pavements Using High-Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

The following special provisions require additional information from the designer. The Special Provisions are:

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

**STATE OF ILLINOIS  
MCDONOUGH COUNTY**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures For Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions", as indicated on the Check Sheet included herein, which apply to and govern the construction of the Tennessee Blacktop Improvements, Section 11-00101-00-RS in McDonough County, Illinois. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**DESCRIPTION OF WORK**

This work consists of furnishing all labor, materials, and equipment necessary to construct pavement improvements, including cold in-place recycling of existing hot mix asphalt pavement, milling or removal of existing hot mix asphalt pavement, portland cement concrete inlay, full depth Portland cement concrete pavement, aggregate shoulders, addition of curb and gutter, storm sewer improvements, pavement markings, signage and all incidental items shown in the plans and as described in these Special Provisions.

**PERFORMANCE PERIOD**

Contractor shall commence work after execution of the Contract, and shall complete all work associated with the contract by August 29, 2014 unless otherwise approved by the engineer. Work beyond the stated completion date, not approved by the engineer, shall be subject to the liquidated damages outlined in Article 108.09 of the Standard Specifications.

**DEFINITION OF TERMS**

Section 101 of the Standard Specifications shall be revised as follows:

Article 101.14 Department: McDonough County.

Article 101.16 Engineer: McDonough County Engineer.

The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector: The authorized representative of the Engineer assigned to make detailed observations of any or all portions of the work or material therefore.

Substantial Completion of Project: Proposed improvements completed to state that the roadways are opened to traffic. Temporary pavement markings shall be acceptable for substantial completion.”

This activity is not to be interpreted as an inspection service, a construction supervision service, or a guaranteeing of the Contractor’s performance. The Inspector will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The Inspector will not be responsible for the Contractor’s obligation to carry out the work in accordance with the Contract Documents.

### **EXISTING UNDERGROUND FACILITIES**

McDonough County assumes no responsibility for the presence, specific size or location of underground distribution systems of the several public utility corporations. No responsibility for the protection of said underground systems will be assumed by McDonough County. If such protection is found to be necessary for water mains, gas mains, steam mains, underground electrical distribution systems, underground telephone circuit systems or any other underground systems of non-municipal ownership, the cost of same, in whole or in part, is disclaimed by the McDonough County.

### **NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION**

All utility companies must be notified, in writing, by the Contractor at least one (1) week in advance prior to starting construction in the areas that may impact the utilities. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. A copy of the letter notifying the utility companies of the Contractor's intention to start work must be received by McDonough County before he will be permitted to start construction in the area.

### **COOPERATION WITH UTILITY COMPANIES**

It is understood and agreed that the Contractor has considered, in his bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or

damage sustained by him due to any interference from the said utility appurtenances or the operations of moving them.

All telephone, telegraph, cableway, gas, water, electrical and wire lines, within the limits of the proposed construction owned by various utility companies, are to be moved by the Owners of the particular utility involved at the Owner's expense.

### **J.U.L.I.E. SYSTEM**

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123. The following information may be requested by J.U.L.I.E.:

County Name:	McDonough
Township Name:	Tennessee Township
Section Number:	15,16,17
Township Name:	Blandinsville Township
Section Number:	3,10,15,22,27,34

### **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and hold harmless MCDONOUGH COUNTY, its officers and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act Providing for the Protection and Safety of Persons In and About the Construction, Repairing, Alteration or Removal of Buildings, Bridges, Viaducts, and Other Structures, and to Provide For the Enforcement Thereof", approved June 3, 1907, (Ill. Rev. Stats., Ch. 48, Sec. 60, et seq.), as amended. The Contractor shall also indemnify and hold harmless the MCDONOUGH COUNTY, its officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claim or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or, in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Department.

## **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 "Manual on Uniform Traffic Control devices for Streets and Highways" and "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 Section 701 and Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control: 701006, 701306, 701701, 701901, and BLR 22.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions through the construction work zone. The Contractor shall arrange his/her operations to keep the closing of lanes to a minimum. The Contractor will notify the Engineer in writing ten calendar days prior to any activities that will disrupt normal traffic flow including road closures, lane closures, or work directly adjacent to traffic lanes.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and guide signs during all construction operations. Warning signs and existing guide signs with arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover or turn from the motorist's view all signs that are inconsistent with lane assignment patterns. Temporary stop signs (R1-1) shall be erected at intersections where the existing stop signs have been removed or where traffic has been shifted away from the existing sign location and as indicated in the plans.

At road closure locations where barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 701901 for Road Closed to Through Traffic. At the end of each work day the barricades shall be returned to their in-line positions. This work will be considered included in the contract, and no extra compensation will be allowed.

Contractor shall post the roadway with 'LOOSE GRAVEL' and 'SPEED LIMIT 35 MPH' signs in accordance with applicable articles of Division 700 of the Standard Specifications. These signs shall be placed at the start of the work, near intersecting roadway and then at an average spacing of 0.5 mi. The signs may be removed as soon as the sweeping operation has been completed.

The Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. This person shall be able to be contacted on a 24-hour per day basis to furnish and maintain traffic control in case of an emergency.

Basis of Payment: All of the project traffic control and protection as indicated in the plans and herein will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment in full for all labor, materials, and equipment necessary to install, maintain, move, and remove all existing and temporary traffic control as required herein. Temporary stop signs and pavement markings, as indicated in the plans and Highway Standards, will not be paid for separately but shall be included in the cost of this item.

### **KEEPING THE ROAD OPEN TO TRAFFIC**

It is absolutely necessary that one (1) lane of roadway in each direction can be used by fire, police and other emergency vehicles at all times under all weather conditions around the work zone. Special attention must be given to advance guide signs during these operations in order to keep barricade placement consistent with lane assignment. The Contractor will be required to cover all traffic flow patterns during the transfer from one construction stage to another.

Traffic movement outside the limits of construction shall be inhibited as little as practicable, especially along IL Route 9 and US Route 136. Motorists shall be guided in a clear and positive manner while approaching and traversing construction work areas. To insure acceptable levels of operation, routine inspection of traffic control elements shall be performed. The Contractor will be required to inspect and initiate any needed maintenance to the traffic control devices in this contract. Construction equipment, materials and debris shall be stored in such a manner as not to be vulnerable to vehicle impact, as directed by the Engineer.

The Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to or interfere with normal traffic, and shall not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the right-of-way, except in specific areas designated by the Engineer.

No work shall commence on any stage of construction until all required traffic control is in place. At the completion of each stage of construction or whenever operations indicate that a relocation of a proposed or existing traffic control device is advisable, as determined by the Engineer, the Contractor will be required to remove, relocate, reinstall, and maintain the device as herein specified. All traffic control devices must remain in place until specific authorization for relocation or removal is received from the Engineer.

All signs, signals, marking, traffic cones, barricades, warning lights, flaggers, and other traffic control devices must conform to the plans, specifications, special provisions, and the latest edition of the State of Illinois "Manual on Uniform Traffic Control Devices". The Contractor shall obtain, erect, maintain, and remove all traffic control devices in accordance with Article 107.14 of the "Standard Specifications".

The Engineer shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards.

The placement of barricades and warning signs for the required lane closures shall be as specified herein and shall proceed in the direction of the flow of traffic. The removal of all signs and barricades shall begin at the end of the construction areas and proceed toward on-coming traffic.

The Contractor will be responsible for scheduling his operations to provide access to all properties located along the improvement that have current access to the street. Work fronting commercial driveways will be performed one-half at a time to allow the access to commercial driveways at all times. However, the entrance along County Highway 11 to the Café at US 136 (31+65 Right) may be closed to allow for quicker construction since there are additional access points along US 136 to the property. In addition, work shall be scheduled such that all lanes outside the limits of the proposed improvements are fully open to traffic by the end of each working day.

Any cost associated with keeping the road open to traffic, including labor, materials, and equipment, shall be included in the cost for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

### **SHORT TERM PAVEMENT MARKING**

This item shall consist of placing short term pavement markings in accordance with Section 703 of the Standard Specifications along the length of the cold in-place recycling section shown in the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot for SHORT TERM PAVEMENT MARKING.

### **CONCRETE SAWCUTTING**

Existing concrete to be removed shall be sawcut, full depth, at all locations shown on the plans and as directed by the Engineer. This work will not be paid for separately, but shall be considered included in the cost of PAVED DITCH REMOVAL, COMBINATION CURB AND GUTTER REMOVAL and PAVEMENT REMOVAL.

### **FENCE TO BE REMOVED AND RE-ERECTED**

This item of work shall consist of furnishing all labor, equipment, and materials necessary to remove and re-erect a portion of a fence at the locations shown in the plans. The contractor shall utilize as much of the existing hardware and materials as possible. New hardware and materials required to complete the relocation shall be substantially equivalent to the existing hardware and materials. If it is determined after the fence is removed that replacement posts are required, the cost of this work shall be included in contract unit price per foot for FENCE TO BE REMOVED AND RE-ERECTED.

This work shall be done in accordance with Section 664 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per foot for FENCE TO BE REMOVED AND RE-ERECTED and shall include all labor, equipment and materials necessary to complete the work. Materials may include replacement hardware along with new and replacement posts.

### **SIGN REMOVAL**

This item shall consist of the removal and disposal of the sign panels, supports, and posts noted in the plans in accordance with Section 724 of the Standard Specifications. Any holes left by removal of the existing post shall be back filled to the grade of the surrounding ground and to the satisfaction of the engineer.

Basis Of Payment: This work shall be paid for at the contract unit price per each for SIGN REMOVAL which shall be payment in full for all materials, labor, tools and equipment necessary to complete this work.

### **REMOVING MANHOLES**

This work shall be completed in accordance with applicable portions of Section 605 of the Standard Specifications. Additionally, any existing storm sewer which must be removed and replaced to allow the new manhole to be constructed shall be done in accordance with Sections 550 and 551 of the Standard Specifications. The cost of any work associated with the removing and replacing existing storm sewer at the manhole shall not be paid for separately but shall be included in the unit cost of REMOVING MANHOLES.

### **SANITARY MANHOLES TO BE ADJUSTED**

This work shall consist of adjusting existing sanitary manholes.

The sanitary manholes shall be adjusted to the lines and grades shown in the plans. The work shall be completed according to applicable portions of Section 602 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED.

### **PORTLAND CEMENT CONCRETE PAVEMENT 6 1/2" (JOINTED)**

This work shall be constructed in accordance with Section 420 of the standard specifications except as modified below.

All Tie bars and Dowel bars shall be omitted except along proposed curb and gutter where tie bars shall be placed in accordance with Standard Drawing 606001 and Section 606 of the standard specifications.

Sawed joints shall be as shown in the plans and described in Recurring Special Provision #29. All joints shall be sealed in accordance with Articles 420.12, 1050.01, and 1050.02 of the Standard Specifications.

Synthetic fibers shall be added to the concrete in accordance with Recurring Special Provision #29.

### **PORTLAND CEMENT CONCRETE INLAY (BDE MODIFIED)**

This work shall consist of constructing a portland cement concrete inlay as shown in the plans and described in Recurring Special Provision #29, except as modified herein.

Revise Method of Measurement by adding:

The volume of portland cement concrete pavement furnished will be computed in cubic yards. Portland cement concrete pavement furnished in excess of 105% of the theoretical plan quantity will not be measured for payment. The area of portland cement concrete pavement placement will be computed in square yards.

Replace Basis of Payment with:

This work will be paid for at the contract unit price per cubic yard for PORTLAND CEMENT CONCRETE PAVEMENT, FURNISHED and will include the cost of

furnishing Class PV concrete with the appropriate amount of synthetic fibers and transportation to the jobsite.

The work for portland cement concrete inlay placement will include the costs associated with reinforcement, placement, finishing, curing and sawing in accordance with the plans and specifications. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE INLAY, of the depth specified, which price shall include placement of variable depth inlay.

Protective coat will be paid for according to Article 420.20 of the Standard Specifications.

### **AGGREGATE OPTIMIZATION OF CLASS PV MIX FOR SLIP FORM PAVING**

Delete Note 8/ of Article 1004.01(c) and replace Article 1004.02(d)(1) with the following: For the slipform paving of concrete pavement, the Class PV concrete shall be uniformly graded. This may be accomplished by using a uniformly graded single coarse aggregate, or by blending two or more coarse aggregate sizes. As a minimum for multiple coarse aggregate sizes, CA 7 or CA 11 shall be blended with CA 13, CA 14, or CA 16. The final single coarse aggregate or combined coarse aggregate gradation shall have minimum 45 percent and maximum 60 percent passing the 1/2 in. (12.5 mm) sieve. However, the Contractor may propose for approval by the Engineer an alternate uniformly graded concrete mixture using the information in the "Portland Cement Concrete Level III Technician Course – Manual of Instructions for Design of Concrete Mixtures".

### **PCC QC/QA ELECTRONIC REPORT SUBMITTAL**

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity and PRO MI 655 PCC Strength Reports to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

### **PCC AUTOMATIC BATCHING EQUIPMENT**

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed. In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights, added water, tempering water, mixing time, and amount of each additive per batch. At the discretion of the Engineer, archived electronic

versions of batch proportions will be acceptable. Truck delivery tickets will still be required as per Article 1020.11 (a)(7).

### **COMBINATION CONCRETE CURB AND GUTTER END OUTLET, SPECIAL**

This work shall consist of furnishing and the construction of a Combination Concrete Curb and Gutter Outlet, Special in accordance with Section 606 of the Standard Specifications and the details on the plans. This shall include all labor, materials and equipment to provide excavation, backfill, concrete, reinforcing and all other items to complete the work in place.

Basis of Payment: This work will be paid for at the contract unit price per each for COMBINATION CONCRETE CURB AND GUTTER END OUTLET, SPECIAL.

### **COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)**

This work shall consist of constructing Type M-2.24 curb and gutter per the detail and at the locations and grades shown in the plans. Work shall be completed according to applicable portions of Section 606 of the Standard Specifications and as specified herein. Standard drawing 606001 for Type M-2.12 shall apply except the gutter shall be 24 inches wide as shown in the plan detail.

Basis of Payment: This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL).

### **PAINT PAVEMENT MARKING - LINE 4"**

This work shall consist of placing paint pavement marking lines in accordance with Section 780 of the Standard Specifications. These markings will only be placed along the Cold In-Place Recycling section of the project. Existing passing and no passing zones shall be reestablished as directed by the engineer.

### **MULCH**

This work shall be completed according to Section 251 of the Standard Specifications except Mulch Method 2 will be used and the areas where Mulch Method 2 is in place will be measured for payment in square yards of surface area mulched.

Basis of Payment: This work will be paid for at the contract unit price per square yard for MULCH.

### **SEEDING (COMPLETE)**

This work shall consist of preparing the seed bed and placing the seed and fertilizer as specified in the plans. All work shall be in accordance with the applicable portions of Sections 250 of the Standard Specifications.

The contractor shall use seed mixture Class 2A.

270 pounds of fertilizer nutrients per acre (300 kilograms per hectare) shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	90 lbs/acre (100 kg/ha)
Phosphorus Fertilizer Nutrients	90 lbs/acre (100 kg/ha)
Potassium Fertilizer Nutrients	90 lbs/acre (100 kg/ha)

Basis of Payment: This work shall be measured in place and the area calculated in square yards. Payment shall be at the contract unit price per square yard for SEEDING (COMPLETE), which price shall include all labor, equipment, and material including fertilizer and seed to complete the work as specified in these special provisions.

### **OUTLET SPECIAL**

This item of work shall consist of furnishing all labor, material, and equipment necessary to install a concrete outlet in the location specified in the plans.

Concrete outlet will be installed to the dimensions as specified in the plans.

Basis of Payment: This work shall be paid for at the contract unit price per each for OUTLET SPECIAL and no additional compensation will be allowed.

### **HOT-MIX ASPHALT SURFACE REMOVAL**

This work shall consist of the milling of the existing roadway surface. This construction shall meet all the requirements of Section 440 of the Standard Specifications.

Bituminous surface removal millings remain the property of McDonough County. The Contractor shall haul and stockpile the millings as directed by the engineer to location north of the IL 9/CH 11 intersection. The cost of hauling and stockpiling the millings is to be included in the cost of HOT-MIX ASPHALT SURFACE REMOVAL, of the thickness specified and SURFACE PROFILE MILLING.

## **EARTHWORK FOR COLD IN-PLACE RECYLCING**

Any excavation, filling, or grading required to complete the proposed Cold In-Place Recycling and associated improvements shall not be paid for separately but shall be included in the cost of the items requiring the work. Earthwork shown in the plans is only for the US 136 and IL 9 intersections with CH 11.

## **BITUMINOUS SURFACE TREATMENT, A-2 SPECIAL**

This work shall consist of constructing an A-2 Seal Coat as shown in the plans and in accordance with Recurring Special Provision #34, except as modified herein.

Replace Description with:

This work will consist of constructing two (2) bituminous surface treatments (A-2) following the Cold In-Place Recycling operation and any subsequent profile milling that may be required.

Replace Note 1 with:

The first seal coat shall consist of CA 16 in accordance with Article 1004.01. The aggregate quality shall be Class A.  
The second seal coat shall consist of FA 4 (Filter Sand – also known as Buck Shot or Turkey Grit) in accordance with Article 1003.01.

Replace Note 2 with:

The bituminous material shall be HFRS-2 for the first seal coat and HFP for the second seal coat. Material shall meet the requirements of Article 1032.

Replace the Table under Application Rates with:

Aggregate Type	Bituminous Material Rate	Aggregate Rate
CA 16	0.35 gal/sq yd	22-25 lb/sq yd
FA 4	0.18 gal/sq yd	15 lb/sq yd

Revise Application of Aggregates by adding:

Both Seal Coats shall have the surface broomed just prior to application.

Add section for Construction Sequence:

Following construction of the first seal coat (CA 16) the roadway shall be allowed to sit for 2 days with only passenger traffic allowed on the roadway. The second

seal coat (FA 4) shall not be applied for at least 5 days following the first seal coat application. Permanent pavement marking may be applied 2 days following completion of the second seal coat.

Revise Method of Measurement by adding:

The two surface treatments, CA 16 and FA 4, will not be paid for separately but shall be paid for as a single item per square yard of roadway surface as described.

Replace Basis of Payment with:

This work shall be paid for at the contract unit price per square yard for BITUMINOUS SURFACE TREATMENT, A-2 SPECIAL.

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

McDonough County

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

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

SPECIAL PROVISION  
FOR  
COLD IN-PLACE RECYCLING (CIR) WITH EMULSIFIED ASPHALT

Effective: April 1, 2012  
Revised: June 1, 2012

All references to Divisions, Sections, and Articles in this Special Provision shall be construed to mean specific Divisions, Sections, and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

**Description.** This work shall consist of cold milling and pulverizing existing bituminous layers to a specified depth and maximum size; mixing emulsified asphalt, water, and additives with the recycled material; and spreading and compacting the mixture.

**Materials.** Materials shall be according to the following Articles of Division 1000 – Materials.

<u>Item</u>	<u>Article/Section</u>
(a) Portland Cement (Note 1) .....	1001
(b) Water.....	1002
(c) Fine Aggregate (Note 2).....	1003
(d) Coarse Aggregate (Note 2).....	1004
(e) Fly Ash (Note 1) .....	1010.02
(f) Lime Slurry (Note 1).....	1012.04
(g) Reclaimed Asphalt Pavement (Note 3) .....	1031
(h) Emulsified Asphalt (Note 4).....	1032.06
(i) Cold Pulverized Material (Note 5)	
(j) Mix Design (Note 6)	

Note 1. If necessary, the mix design may require additional additives to increase fines in the mix. The type and allowable percentage will be described in the mix design.

Note 2. The mix design will specify gradation and quality of any additional aggregate. Any additional fine aggregate shall meet Class B quality as a minimum. Any additional coarse aggregate shall meet Class C quality as a minimum.

Note 3. The Engineer may allow reclaimed asphalt pavement (RAP) from Conglomerate "D" Quality or better RAP stockpiles as specified in Article 1031.02 or from millings of the existing highway. The RAP material shall not exceed the maximum size requirement of the cold pulverized material, and when blended with the cold pulverized material shall produce a product which meets the specifications of the mix design.

Note 4. The emulsified asphalt shall be selected for the project by the emulsified asphalt supplier based on the Contractor's mixture design. The penetration of the supplied emulsified asphalt shall be within  $\pm 25$  percent of the penetration of the design emulsified asphalt. A representative from the emulsified asphalt supplier shall be on the job site at the beginning of the project to monitor the characteristics and performance of the emulsified asphalt. Throughout the job, the representative shall be available to check on the project and make adjustments to the emulsified asphalt formulation as required. The emulsified asphalt shall be received on the job site at a temperature no greater than 120 °F (49 °C).

The emulsified asphalt shall meet the following requirements:

<b>CIR-FDR EMULSIFIED ASPHALT MATERIAL SPECIFICATION</b>			
Test	Procedure	Minimum	Maximum
Viscosity, Saybolt Furol, at 77°F (25°C), SFS	AASHTO T 59	20	100
Sieve Test, No. 20 (850 $\mu$ m), retained on sieve, %	AASHTO T 59		0.10
Storage Stability Test, 24 hr, %	AASHTO T 59		1.0
Distillation Test, Residue from distillation to 347 $\pm$ 9 °F (175 $\pm$ 5 °C), %	AASHTO T 59 <sup>1</sup>	64.0	
Oil distillate by volume, %	AASHTO T 59		1.0
Penetration, 77 ° F (25 °C), 100 g, 5 s, dmm	AASHTO T 49	75	200

Note: 1. Modified AASHTO T 59 procedure – distillation temperature of 347  $\pm$  9 °F (175  $\pm$  5 °C) with a 20 minute hold.

Note 5. Prior to the addition of the emulsified asphalt, the gradation of the cold pulverized material shall meet the following:

<b>COLD PULVERIZED MATERIAL GRADATIONS</b>		
Grad No.	Sieve Size and Percent Passing	
	1 1/2 in. (37.5 mm)	1 in. (25 mm)
PM 1	100	
PM 2 <sup>1</sup>		100

PM 2 shall only be used when a finer gradation of RAP is required by the mix design.

Note 6. A mix design for each distinct section shall be submitted to the Department prior to construction using actual materials (in-situ sampled by the Contractor and new materials from the Contractor's material suppliers) proposed for the project. The job mix formula shall meet the following criteria and be approved by the Engineer.

CIR WITH EMULSIFIED ASPHALT MIX DESIGN REQUIREMENTS		
Test Method	CIR	Test Purpose
Gradation for Design Millings, AASHTO T 27	Report	
Design Moisture Content	Report	Dispersion of Emulsion
Superpave Gyrotory Compaction, 1.25° angle, 87 psi (600 kPa)	30 gyrations at 4 in. (100 mm) <sup>1</sup>	Laboratory Density Indicator
Bulk Specific Gravity (Density), ASTM D 6752 or ASTM D 2726	Report	Laboratory Density Indicator
Rice (Maximum Theoretical) Specific Gravity, ASTM D 2041	Report	Laboratory Density Indicator
Air Voids	Report	Laboratory Density Indicator
Marshall Stability, ASTM D 1559, lbs (kg)	1250 (567) minimum <sup>1</sup>	Stability Indicator
Retained Stability, %	70 minimum	Moisture Damage Resistance
Raveling Test, 50 ° F (10 ° C), %	2 maximum	Raveling Resistance
Additional Additive(s) <sup>2</sup> Coarse Aggregate Fine Aggregate RAP Fly Ash Cement, %	Report Report Report Report 1.0 maximum	
Emulsified Asphalt <sup>2</sup> Distillation Residue, % Residue Penetration, dmm Optimum Emulsion Content, % Residual Asphalt to Cement Content Ratio	Report Report Report 3:1 minimum	

Notes: 1. 6 in. (150 mm) samples may be used; however, if 6 in. (150 mm) samples are used, the Marshall Stability is required to be 2,500 lb (1134 kg) minimum.

2. Report shall include type/gradation and producer/supplier.

**Equipment.** Equipment shall be according to the following Articles of Division 1100 – Equipment.

<u>Item</u>	<u>Article/Section</u>
(a) Self-Propelled Pneumatic-Tired Rollers (Note 1) .....	1101.01(c)
(b) Steel Wheel Tandem Rollers .....	1101.01(e)(1)
(c) Vibratory Roller (Note 2) .....	1101.01(g)
(d) Mechanical Sweeper .....	1101.03
(e) Self-Propelled Milling Machine .....	1101.16(a)
(f) Spreading and Finishing Machine .....	1102.03
(g) Multi-unit Recycling Train (Note 3, 5)	
(h) Single-unit Recycler (Note 4, 5)	
(i) Pick-Up Machine (Note 6)	

- Note 1. The self-propelled pneumatic-tired roller shall have a gross weight (mass) of not less than 25 tons (23 metric tons).
- Note 2. The double drum vibratory rollers shall have a gross operating weight (mass) of not less than 10 tons (9 metric tons) and a width of 78 in. (1950 mm).
- Note 3. The multi-unit recycling train shall contain the following.
- a. A self-propelled cold milling machine that is capable of pulverizing the existing bituminous material in a single pass to the depth shown on the plans and to a minimum width of not less than 12.5 ft (3.8 m). The machine shall have automatic depth controls to maintain the cutting depth to within  $\pm 0.25$  in. (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. The use of a heating device to soften the pavement will not be permitted.
  - b. A material sizing unit having screening and crushing capabilities to reduce the cold pulverized material to the appropriate size. The screening and crushing unit shall have a closed circuit system capable of continuously returning oversized material to the crusher. All of the pulverized material (100 percent) shall be processed to the maximum size requirements as specified.
  - c. A mixing unit equipped with a belt scale for the continuous weighing of the pulverized and sized bituminous material and a coupled/interlocked computer controlled liquid metering device. The mixing unit shall be an on-board completely self-contained pugmill. The liquid metering device shall be capable of automatically adjusting the flow of emulsified asphalt to compensate for any variation in the weight of pulverized material coming into the mixer. The metering device shall deliver the amount of emulsified asphalt to within  $\pm 0.2$  percent of the required amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain between 2.8 percent to 3.2 percent). The emulsified asphalt pump should be of sufficient capacity to allow emulsion contents up to 3.5 percent by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and emulsified asphalt in appropriate units of weight and time.
- Note 4. The single-unit recycler shall be a self-propelled cold milling machine/cold recycling machine with a down cutting cutter head capable of pulverizing and recycling the existing hot-mix asphalt pavement to a maximum depth of 5 in. (125 mm), incorporate the emulsified asphalt and water, and mix the materials to produce a homogeneous material. The minimum power of this machine is 900 hp (670 kW). The machine shall be capable of pulverizing and recycling not less than 12.5 ft (3.8 m) wide in each pass. The machine shall have two systems for adding emulsified asphalt and water, with each system having a full-width spray bar with a positive displacement pump interlocked to the machine's ground speed to insure that the amount of emulsified asphalt and water being added is automatically adjusted with changes to the machine's ground speed. Each additive system shall have its own spray bar equipped with 2 nozzles per ft (6 nozzles per m) of spray bar and be capable of incorporating up to 7 gal/sq yd (31.7 L/sq m) of emulsified asphalt and/or water. Individual valves on the spray bar shall be capable of being turned off as necessary to minimize emulsified asphalt and water overlap on subsequent passes.

Note 5. Any additives such as water, lime slurry, etc. added by the recycling equipment at the mill head or mixing unit shall be controlled through liquid metering devices capable of automatically adjusting for the variation in the weight of the pulverized material going into the mixing unit. The metering devices shall be capable of delivering the amount of additive to within  $\pm 0.2$  percent of the required amount by weight of the pulverized bituminous material. A capability of adding up to 5% water by weight of the pulverized bituminous material, if necessary based on environmental and material requirements, is mandatory. It will not be required to meter the water added at the milling machine to control dust in the screens, belts, or crusher/material sizing unit.

Note 6. The pick-up machine shall be capable of removing the entire windrow down to the remaining underlying material.

### CONSTRUCTION REQUIREMENTS

**Weather Limitations.** This work shall be performed when the atmospheric temperature in the shade and away from artificial heat is 50 °F (10 °C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project. The Engineer may restrict work when the heat index is greater than 100 °F (38 °C).

**Preparation of Existing Pavement.** Grass and other vegetation shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. The pulverized bituminous material shall be processed to the required gradation specified. When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least 90 percent of the shredded fabric in the recycled material is no more than 5 sq in. (3200 sq mm). Additionally, no fabric piece shall have any dimension exceeding a length of 4 in. (100 mm). These changes may include, but not be limited to, adjusting the milling rate or screens in order to obtain a recycled material meeting specification requirements. The Contractor shall be required to waste material containing oversized pieces of paving fabric as directed by the Engineer. When the Contractor is aware that paving fabric exists, such as indicated on the plans, the Contractor will not receive additional payment. However, if the Contractor is not made aware of the paving fabric, then the Contractor shall receive additional payment for any necessary adjustments in equipment and operations.

**Mixing Operation.** The pulverized material shall be processed through a mixing unit capable of combining the pulverized material, emulsified asphalt, and any additives to produce a homogeneous recycled mixture. The emulsified asphalt shall be incorporated into the pulverized bituminous material at the initial rate determined by the mix design(s) and approved by the Engineer. Sampling and mix design may determine different levels of emulsified asphalt at various portions of the project.

**Spreading and Finishing.** The recycled material shall be spread using a self-propelled paver. A pick-up machine shall be used to transfer the windrowed recycled material into the spreading and finishing machine. The pick-up machine must be within 150 ft (45 m) of the mixing unit. The recycled material shall be spread by a spreading and finishing machine in one continuous pass, without segregation, and to the lines and grades established by the Engineer.

**Compaction.** The compacted recycled material shall be at a thickness of 2.5 to 5.0 in. (63 to 125 mm). The recycled material shall be compacted according to the following.

- (a) **Growth Curve.** Compaction shall be accomplished by performing a growth curve within the first one-half mile of production. If an adjustment is made to the emulsified asphalt application rate or recycled depth, the Engineer reserves the right to request an additional growth curve. The growth curve, consisting of a plot of lb/cu ft (kg/cu m) versus number of passes with the project breakdown roller, shall be developed. Roller speed during the growth curve testing shall be the same as the normal paving operation. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest lb/cu ft (kg/cu m) is obtained. This value shall be the target density.

A new growth curve is required if the rollers used on the growth curve are replaced with a new roller during production. The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge.

- (b) **Rollers.** Immediately after processing and final shaping, the recycled material shall be compacted with equipment meeting the following requirements.

MINIMUM ROLLER REQUIREMENTS FOR CIR			
Breakdown Roller (one of the following) <sup>1</sup>	Intermediate Roller <sup>1</sup>	Final Roller (one or more of the following) <sup>1</sup>	Density Requirement
V <sub>s</sub> , V <sub>D</sub>	P	V <sub>s</sub> , T <sub>F</sub>	95 - 102 percent of the target density obtained on the growth curve

*Note): 1. Equipment definitions in Table 1 of Article 406.07.*

- (c) **Rolling.** Breakdown rolling shall be achieved by using a vibratory roller either operating in a static or vibratory mode. Vibratory mode should only be used if it is shown to not damage the pavement. Intermediate rolling shall be completed by a self-propelled pneumatic-tired roller(s) until no displacement is occurring or until the pneumatic-tired roller(s) is walking out of the mixture. Final rolling to eliminate tire marks and to achieve density shall be done by a separate double drum steel roller(s) operating in static mode.

Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

**Opening to Traffic.** After the completion of compaction of the recycled material, no traffic, including that of the Contractor, shall be permitted on the completed recycled material for at least two hours. After two hours, rolling traffic may be permitted on the recycled material. This time may be adjusted by the Engineer to allow establishment of sufficient cure so traffic will not initiate raveling or permanent deformation. All loose particles that may develop on the pavement surface shall be removed by power brooming.

After opening to traffic, the surface of the recycled pavement shall be maintained in a condition suitable for the safe movement of traffic.

**Maintenance.** The Contractor shall maintain the recycled pavement in a manner satisfactory to the Engineer until the wearing course has been constructed. Maintenance related to Contractor construction procedures or quality of work, shall not be paid for separately.

**Curing.** Before placing the specified wearing course, the recycled pavement shall be allowed to cure until the moisture of the material is reduced to 2.0 percent or less, or approval of the Engineer. Unless otherwise directed by the Engineer, the specified wearing course shall be placed within two weeks of the recycled pavement final cure, but no later than November 1.

**Surface Tests.** The completed recycled pavement will be tested for smoothness in the wheel paths with a 16 ft (5 m) straightedge.

For each variation in the recycled pavement that exceeds 3/8 in. (10 mm), the entire area affected shall be corrected by a self-propelled milling machine. The recycled pavement shall be swept by a mechanical broom to remove all loose material from the recycled pavement before opening to traffic.

The Contractor shall furnish a 16 ft (5 m) straightedge and shall provide for its jobsite transportation at no additional cost to the Department.

#### **Quality Assurance/ Quality Control (QC/QA).**

(a) Quality Control by the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the job site, modification of operations, suspension of the work, or other actions as appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

(b) Quality Assurance by the Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples and will immediately retain witnessed split samples for quality assurance testing.

(c) Tests Methods and Frequency.

(1) Depth of Pulverization (Milling). The nominal depth at the centerline shall be required. Anytime depth changes are made or equipment is idle, a depth check shall be taken.

- (2) **Pulverized Material Sizing and Gradation.** A sample shall be obtained before emulsified asphalt addition and screened using a 1.5 in. (37.5 mm) sieve (or smaller sieve if required) to determine if meeting the maximum particle size requirement. Gradations shall be performed each day on the moist millings using the following sieves: 1.5 in., 1.0 in., 3/4 in., 1/2 in., 3/8 in., No. 4, No. 8, No. 16, and No. 30. The resulting gradation shall be compared to the mix design gradations to determine any necessary changes to emulsion content.

Sampling procedures shall generally be in accordance with ASTM D 979 or AASHTO T 168. When the Engineer determines the location for a gradation sample, the Contractor will be notified to turn off the emulsified asphalt and mark the location continuing to pulverize the hot-mix asphalt pavement until the Engineer is satisfied with the length of material pulverized without the addition of the emulsified asphalt. The maximum length of pulverization without the addition of the emulsified asphalt shall not exceed 100 ft (30 m). After the Contractor collects the gradation sample, the machine will be backed up to the location where the emulsified asphalt was turned off, then re-pulverize this material, adding the required amount of emulsified asphalt to the pulverized material.

- (3) **Emulsified Asphalt Content.** The Engineer shall be notified any time emulsified asphalt content is changed. The emulsified asphalt content shall be checked and recorded for each segment in which the percentage is changed. Emulsified asphalt content changes shall be made based upon mix design recommendations, which are based upon different mix designs for road segments of varying construction. The emulsified asphalt content shall be checked from the belt scale totalizer or emulsified asphalt pump totalizer.
- (4) **Water Content.** The Engineer shall be notified any time the water content is changed. Water content at the milling head shall be checked and recorded for each segment in which the percentage is changed. This information shall be gathered from the water metering device, which can be checked from the belt scale totalizer to verify daily quantities used. Water content changes shall be made based on mixture consistency, coating, and dispersion of the recycled materials.
- (5) **Compacted Density.** A wet density shall be determined using a nuclear moisture-density gauge generally following the procedures for ASTM D 2950, backscatter measurement. This measurement shall be compared to the target density obtained by the growth curve.
- (6) **Frequency.** The following table provides the minimum frequency for tests; however, the Engineer may increase the testing frequency if the construction process is experiencing problems or unknown conditions are encountered.

<b>QC/QA TESTING FREQUENCY</b>		
<b>Test</b>	<b>QC Frequency <sup>1</sup></b>	<b>QA Frequency <sup>1</sup></b>
Depth of Pulverization	1 per 500 ft (150 m)	1 per 1000 ft (300 m)
Pulverized Material Sizing and Gradation	1 per 0.5 day of production	1 per day of production
Emulsified Asphalt Content	1 per 500 ft (150 m)	1 per 1000 ft (300 m)
Water Content	1 per 500 ft (150 m)	1 per 1000 ft (300 m)
Compacted Density	1 per 0.25 mile (0.4 km)	1 per mile (1.6 km)

*Note: 1. The Contractor shall perform all quality control tests within the first 500 ft (150 m) after startup or any change in the mix. The Department will also run the split samples at these locations.*

**Method of Measurement.**

Bituminous materials will be measured for payment as specified in Section 1032.

- | Coarse aggregate will be measured in square yards (square meters).
- | The cold in-place recycling will be measured in square yards (square meters) of the recycled pavement.

**Basis of Payment.**

The bituminous material will be paid for at the contract unit price per gallon (liter) for CIR-FDR EMULSIFIED ASPHALT.

- | The coarse aggregate will be paid for at the contract unit price per square yard (square meter) for ADD ROCK.

The cold in-place recycling will be paid for at the contract unit price per square yard (square meter) for COLD IN-PLACE RECYCLING, of the thickness specified.

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

SPECIAL PROVISION  
FOR  
SURFACE PROFILE MILLING OF EXISTING, RECYCLED, OR RECLAIMED  
FLEXIBLE PAVEMENT

Effective: April 1, 2012  
Revised: June 1, 2012

All references to Divisions, Sections, and Articles in this Special Provision shall be construed to mean specific Divisions, Sections, and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

**Description.** This work shall consist of surface profile milling existing, recycled, or reclaimed flexible pavement prior to application of a surface treatment less than or equal to 1.5 in. (38 mm) thick.

**Equipment.** Equipment shall be according to the following Articles of Division 1100 – Equipment.

- (a) Self-Propelled Milling Machine (Note 1)..... 1101.16

Note 1. The self-propelled milling machine shall be capable of milling an entire lane width in a single pass and have the capability of loading the millings into a truck.

The cutting drum and teeth shall be designed to produce the required surface texture. Each tooth on the cutting drum shall produce a series of discontinuous longitudinal striations. There shall be 16 to 20 striations (tooth marks) for each tooth for each 6 ft (1.8 m) in the longitudinal direction, and each striation shall be  $1.7 \pm 0.2$  in. ( $43 \pm 5$  mm) in length after the area is planed by the moldboard. The planed length between each pair of striations shall be  $2.3 \pm 0.2$  in. ( $58 \pm 5$  mm). There shall be 80 to 96 rows of discontinuous longitudinal striations for each 5 ft (1.5 m) in the transverse direction. The pattern of striations shall be such that a line connecting striations in adjacent rows shall form approximately a 70 degree skew angle with the roadway centerline. The areas between the striations in both the longitudinal and transverse directions shall be flat-topped and coplanar.

The milling machine shall be capable of accurately and automatically establishing grades by use of an automatic grade control device on one side of the machine with an automatic slope control device controlling the opposite side. It shall be equipped with a traveling grade reference (averaging ski) which shall not be less than 30 feet (9 m) in length.

**CONSTRUCTION REQUIREMENTS**

**Surface Test.** The completed recycled or reclaimed pavement will be tested for smoothness in the wheel paths with a 16 ft (5 m) straightedge.

For each variation in the recycled or reclaimed pavement that exceeds 3/16 in. (5 mm), the entire area affected shall be corrected by surface profile milling. The self-propelled milling machine shall be used for surface profile milling. At any time the surface profile milling fails to produce a flat plane interspersed with the specified uniform pattern of discontinuous longitudinal striations, the surface profile milling shall be stopped until corrections are made to the equipment. The surface profile milling speed shall be limited to 60 ft/min (18 m/min). If the Contractor demonstrates that the desired striations and ride specifications are obtained at a greater speed, the Engineer may permit the Contractor to operate at an increased speed.

After surface profile milling, the recycled or reclaimed pavement shall be swept by a mechanical broom to remove all loose material from the recycled or reclaimed pavement before opening to traffic.

The Contractor shall furnish a 16 ft (5 m) straightedge and shall provide for its jobsite transportation at no additional cost to the Department.

**Method of Measurement.**

The surface profile milling will be measured in square yards (square meters).

**Basis of Payment.**

The surface profile milling will be paid for at the contract unit price per square yard (square meter) for SURFACE PROFILE MILLING.

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

SPECIAL PROVISION  
FOR  
COLD IN-PLACE RECYCLING (CIR) AND FULL DEPTH RECLAMATION (FDR) WITH  
EMULSIFIED ASPHALT MIX DESIGN PROCEDURES

Effective: April 1, 2012  
Revised: June 1, 2012

All references to Divisions, Sections, and Articles in this Special Provision shall be construed to mean specific Divisions, Sections, and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

**Laboratory Temperature and Humidity Control**

Each laboratory performing mix designs shall have heating, ventilation, and air conditioning (HVAC) equipment that maintains a room temperature of 68 to 86 °F (20 to 30 °C) and relative humidity of less than 60 percent.

**Sampling and Processing**

A minimum sample size of 350 lb (160 kg) is needed for each mix design. Bulk samples of the recycled layer thickness shall be obtained from either test pits or cores. Each layer shall be examined to confirm thickness and material.

The bituminous layers shall be crushed. A washed gradation of the crushed bituminous layer(s) shall be performed according to AASHTO T 27 and reported and meet the following requirement(s).

Sieve Size		Percent Passing	
		FDR Crushed Gradations	
		Ideal	Less Suitable
2 in.	50 mm	100	
1 1/2 in.	37.5 mm	87 – 100	
1 in.	25 mm	77 – 100	100
3/4 in.	19 mm	66 – 99	99 – 100
1/2 in.	12.5 mm	67 – 87	87 – 100
3/8 in.	9.5 mm	49 – 74	74 – 100
No. 4	4.75 mm	35 – 56	56 – 95
No. 8	2.36 mm	25 – 42	42 – 78
No. 16	1.18 mm	18 – 33	33 – 65
No. 50	300 µm	10 – 24	24 – 43
No. 200	75 µm	4 – 10	10 – 20

Sieve Size		Percent Passing		
		FDR Crushed Gradations		
		Fine	Medium	Coarse
1 1/2 in.	37.5 mm	100	100	100
1 in.	25 mm	100	100	85-100
3/4 in.	19 mm	95-100	85-96	75-92
No. 4	4.75 mm	55-75	40-55	30-45
No. 30	600 µm	15-35	4-14	1-7
No. 200	75 µm	1-7	0.6-3	0.1-3

Washed gradation (AASHTO T 27) and sand equivalent (ASTM D 2419, Method B) shall be performed and reported for any granular layer. The washed gradation (AASHTO T 27) of combined layers shall be performed and reported. If combined layers include an aggregate layer, the sand equivalent (ASTM D 2419, Method B) shall be performed and reported.

All washed gradations shall be dried at no greater than 104 °F (40 °C).

### Mixing and Compaction

1. FDR with Emulsified Asphalt. Perform Modified Proctor compaction according to ASTM D 1557, Method C to determine optimum moisture content (OMC) at peak dry density. OMC shall be defined by a best-fit curve from a minimum of four points. Material containing 20 percent or more passing the No. 200 sieve shall be mixed with target moisture, sealed, and set aside a minimum of 12 hours. All other material shall be set aside a minimum of 3 hours. If a material contains less than 4 percent passing the No. 200 sieve, then this testing is not required.

Select the water content of specimens, not including water in the emulsified asphalt, based on sand equivalent value (SE) from the combined materials.

- 60 to 75 percent of OMC if  $SE \leq 30$
- 45 to 65 percent of OMC if  $SE > 30$

If a material contains less than 4 percent passing the No. 200 sieve or if no peak develops with the OMC curve, then fix the moisture content between 2 and 3 percent.

Specimens shall be mixed with the required amount of water before the addition of emulsified asphalt. Specimens shall be mixed with the appropriate amount of water and allowed to sit sealed according to the same guidelines as used for Modified Proctor specimens.

Samples shall have a weight before addition of water and emulsified asphalt to produce 2.75 to 3.25 in. (70 mm to 80 mm) tall compacted specimens.

Choose four emulsified asphalt contents that will bracket the design emulsified asphalt content. Recommended emulsified asphalt content percentages: 1.5, 2.0, 2.5, 3.0, 3.5, or 4.0. The following specimens shall be created:

- A minimum of two specimens at each of four emulsified asphalt contents shall be produced for short-term strength testing.
- Four specimens at each of four emulsified asphalt contents shall be produced for the strength and retained strength tests.

- Two specimens shall be produced for maximum specific gravity.

A mechanical mixer shall be used that has a bowl with a diameter of 10 to 12 in. (250 to 300 mm). It shall rotate on its axis at 50 to 75 revolutions per minute. A mixing paddle which makes contact with the bottom and side of the bowl shall rotate on its axis at twice the bowl rotation rate and in the opposite rotation direction as the bowl.

Aggregate material and emulsified asphalt shall be mixed at a temperature of 68 to 79 °F (20 to 26 °C). Water shall be mixed for 60 seconds. Emulsified asphalt shall be mixed for 60 seconds. If other materials are added, such as lime or cement, then they shall be introduced in a similar manner as they will be on the project. For example, if lime is incorporated a day or more before emulsified asphalt addition, then it shall be added to the wet aggregate a day or more before mixing with emulsified asphalt. If lime is incorporated as a slurry, then it shall be incorporated as a slurry in the laboratory.

Loose specimens shall be cured individually in plastic containers of 4 to 7 in. (100 to 175 mm) height and 6 in. (150 mm) diameter. Specimens shall be cured at 104 °F (40 °C) for 30 ± 3 minutes. No further mixing or aeration shall occur during this time.

Specimens shall be compacted in a Superpave gyratory compactor (SGC) at a vertical pressure of 87 psi (600 kPa), an angle of 1.25°, and a mold of 6 in. (150 mm) diameter for 30 gyrations. After the last gyration, 87 psi (600 kPa) ram pressure shall be applied for 10 seconds. The mold shall not be heated.

2. CIR with Emulsified Asphalt. The specimen size shall be the amount that will produce a 2.4 to 2.6 in. (60 to 65 mm) tall specimen.

Choose three emulsified asphalt contents that bracket the estimated recommended emulsified asphalt content. Recommended emulsified asphalt content percentages: 1.5, 2.0, 2.5, 3.0, 3.5, 4.0. The following specimens shall be created:

- Four per emulsified asphalt content for a total of 6 for long-term stability and 6 for moisture testing for 3 emulsified asphalt contents.
- Two specimens are required for Rice specific gravity; test at the highest emulsified asphalt content in the design and back calculate for the lower emulsified asphalt contents.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR-RAP millings thoroughly with water first, then mix with emulsified asphalt. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsified asphalt should not exceed 60 seconds.

Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction.

Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 4 in. (100 mm) mold at 1.25° angle, 87 psi (600 kPa) ram pressure, and 30 gyrations. The mold shall not be heated.

### **Curing after Compaction**

1. FDR with Emulsified Asphalt. Specimens (except STS specimens) shall be cured for 72 hours at 104 °F (40 °C). The bottom of the specimens shall rest on racks with slots or holes for air circulation. After curing, specimens for moisture conditioning shall be cooled at ambient temperature a maximum of 24 hours; specimens for dry strength shall cool at ambient temperature or 77 °F (25 °C) and be tested at the same time as the moisture-conditioned specimens.

Specimens for Rice (maximum theoretical) specific gravity shall be cured at the same conditions as the compacted specimens, except they can be tested after cooling a maximum of 24 hours.

2. CIR with Emulsified Asphalt. Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 140 °F (60 °C) forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens.

Specimens for Rice (maximum theoretical) specific gravity should be dried to constant weight (less than 0.05 percent weight loss in 2 hours). Care should be taken not to over-dry the specimens.

Cure compacted specimens to constant weight (less than 0.05 percent weight loss in 2 hours), but no more than 48 hours and no less than 16 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

### **Short-Term Strength (STS) Test (FDR with Emulsified Asphalt Only)**

A modified Hveem cohesiometer apparatus shall be used to test early strength (1 hour). This apparatus and procedure generally conforms to ASTM D 1560, Section 13 with the following exceptions:

- It shall have the capability of testing 6 in. (150 mm) diameter specimens.
- It shall have a shot flow rate of  $5.95 \pm 0.11$  lb/min ( $2700 \pm 50$  g/min).
- Specimens shall be cured before compaction according to Section 5, and cure each specimen at each emulsified asphalt content for  $60 \pm 5$  min at 77 °F (25 °C) and 10 to 70 percent humidity after compaction and before testing.

The following calibrations shall be made.

- The counter balance should be positioned exactly so that the hinged plate just barely remains horizontal when the top brackets and empty bucket are in place. This ensures that there is no force on the sample until shot begins to flow into the bucket.
- The gap between the bars of the switch that turns off the flow of shot should have a gap of 0.75 in. (18 mm) when there is 3000 g of shot in the bucket. During this adjustment the locking bolt that prevents the plate from moving is in place.

Cohesion shall be tested as follows.

1. Tare the balance with the empty bucket weight.
2. Center the specimen on the unit.
3. Place plates on top of sample and press down while adjusting the outer lower nuts up until they just contact the bottom of the plate.

4. Use a torque wrench or torque-meter to tighten the nuts on the specimen to a maximum of 1.6 foot pound 2.6 (N m).
5. Gently support the bar so the unit does not move when the pin is pulled releasing the hinged plate.
6. Pull pin and push open valve to start the flow of shot.
7. After the unit shuts off the flow of shot, immediately put the locking pin in place and then record the weight of shot.
8. Loosen top nuts to remove plates and rotate specimen 90°.
9. Repeat procedure on the other axis of the specimen.
10. Calculate short-term strength as follows:

$$STS = \frac{SW}{15(0.031h + 0.0027h^2)}$$

Where:

$SW$  = Shot Weight in grams

$h$  = height in cm

11. A total of two results will be obtained for each specimen at each emulsified asphalt content, and a total of four results will be obtained at each emulsified asphalt content.

#### **Volumetric Measurements**

Determine bulk specific gravity (ASTM D 6752) of the specimens. Keep specimens in bags until testing or vacuum saturation is performed. ASTM D 2726 may be used to determine bulk specific gravity if specimens' absorption is less than or equal to 2 percent of water by volume.

Determine Rice (maximum theoretical) specific gravity (ASTM D 2041) except as noted in the Mixing, Compaction, and Curing after Compaction sections.

Determine air voids at all emulsified asphalt contents used in the design.

#### **Mechanical Measurements**

1. FDR with Emulsified Asphalt. Perform ITS testing according to ASTM D 4867. Specimens shall be conditioned at 77 °F (25 °C) for two hours before testing. Vacuum saturate half the specimens at each emulsified asphalt content to a minimum 55 percent of the voids filled with water. Soak for 24 hours at 77 °F (25 °C) before testing.
2. CIR with Emulsified Asphalt. Determine corrected Marshall Stability (ASTM D 1559) at 104 °F (40 °C) after 2 hour temperature conditioning in a forced draft oven. This testing shall be performed at the same time that the moisture conditioned specimens are tested.

Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent; and soak in a 77 °F (25 °C) water bath for 23 hours, followed by a one hour soak at 104 °F (40 °C). Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

### Raveling Test (CIR with Emulsified Asphalt Only)

The apparatus used for the raveling test is a modified A-120 Hobart mixer and abrasion head (including hose) used in the Wet Track Abrasion of Slurry Surfaces Test (ISSA TB-100). The rotation speed for the raveling test is not modified from ISSA TB-100. The ring weight is removed from the abrasion head for the raveling test below. The weight of the abrasion head and hose in contact with the specimen should be 600 g ± 15 g. The prepared sample must be able to be secured under the abrasion head, and centered for an accurate result, allowing for free movement vertically of the abrasion head. The device used for securing and centering the sample must allow a minimum of 0.4 in. (10 mm) of the sample to be available for abrasion. The Hobart mixer will need to be modified to allow the sample to fit properly for abrasion. The modification may be accomplished by adjusting the abrasion head height, or the height of the secured sample. The Hobart C-100 and N-50 Models are not acceptable for this test procedure due to differences in size and speed of rotation.

1. Split out two recycled asphalt samples from the medium gradation, or field sample, to a quantity of 2700 g in mass. The 2700 g is an approximate weight to give 2.8 ± 0.2 in. (70 ± 5 mm) of height after compaction.
2. The recycled asphalt sample should be placed in a container of adequate size for mixing.
3. Field or design moisture contents should be added to each of the recycled asphalt samples and mixed for 60 seconds.
4. The design emulsified asphalt content shall be added to each of the recycled asphalt samples and mixed for 60 seconds.
5. The samples shall be placed immediately into a 6 in. (150 mm) gyratory compaction mold and compacted to 20 gyrations. If the sample height is not 2.8 ± 0.2 in. (70 ± 5 mm), the recycled asphalt weight should be adjusted.
6. After compaction, the samples shall be removed from the compaction mold and placed on a flat pan to cure at the specified temperature and humidity (if required) for 240 ± 5 minutes. The temperature shall be maintained at 50 ± 3.5 °F (10 ± 2 °C).
7. The specimens shall be weighed after the curing, just prior to testing.
8. The specimens shall be placed on the raveling test apparatus. Care should be taken that the specimen is centered and well supported. The area of the hose in contact with the specimen should not have been previously used. It is allowable to rotate the hose to an unworn section for testing. The abrasion head (with hose) shall be free to move vertically downward a minimum of 0.2 in. (5 mm) if abrasion allows.
9. The samples shall be abraded for 15 minutes and immediately weighed.
10. The Percent Raveling Loss shall be determined as follows:

$$PRL = 100 \times \frac{W_P - W_A}{W_P}$$

Where:  $PRL$  = Percent Raveling Loss  
 $W_P$  = Weight of Sample Prior to Testing  
 $W_A$  = Weight of Sample After Testing

11. The average of the two specimens shall be reported as the Percent Raveling Loss. If there is a difference of > 0.5 percent raveling loss between the two test specimens, the Raveling Test shall be repeated. If both of the test specimens have a Percent Raveling Loss of > 10 percent, the two test results shall be averaged and the maximum 0.5 percent difference between test specimens shall not be required.

*Note: If field mix samples are taken, Steps 2, 3, and 4 shall be omitted.*

**Emulsified Asphalt Content Selection**

The emulsified asphalt content selected shall result in the mixture meeting the mix design requirements of the FDR or CIR with emulsified asphalt special provision.

**Report**

All mix design test results shall be reported to the Department. All additional additives and bituminous material shall be reported to the Department.

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

Effective: April 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

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

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

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

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25, Use T, according to ASTM C 920.”

80334

## CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

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

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

80335

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

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

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

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 6.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

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

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

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

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

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

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

| reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

| (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

80029

## GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

**"1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains."**

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

"(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75  $\mu$ m) sieve shall be 2 $\pm$ 2."

Revise Article 1004.05(c) of the Standard Specifications to read:

"(c) Gradation. The coarse aggregate gradations shall be as follows.

Application	Gradation
Blotter	CA 15
Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18"

80303

**LRFD STORM SEWER BURIAL TABLES (BDE)**

Effective: November 1, 2013

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

“Item	Article Section
(a) Clay Sewer Pipe .....	1040.02
(b) Extra Strength Clay Pipe .....	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe .....	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe .....	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) .....	1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) .....	1042
(g) Polyvinyl Chloride (PVC) Pipe .....	1040.03
(h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior .....	1040.03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior .....	1040.07
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe .....	1056
(k) Mastic Joint Sealer for Pipe .....	1055
(l) External Sealing Band .....	1057
(m) Fine Aggregate (Note 2) .....	1003.04
(n) Coarse Aggregate (Note 3) .....	1004.05
(o) Reinforcement Bars and Welded Wire Fabric .....	1006.10
(p) Handling Hole Plugs .....	1042.16
(q) Polyethylene (PE) Pipe with a Smooth Interior .....	1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior .....	1040.04

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

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

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

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

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

STORM SEWERS																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter in.	Type 2															
	Fill Height: Greater than 3' not exceeding 10'															
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	X	X	X	X	X	NA	1	*X	X	X	X	X	NA	NA
12	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X	X
15	IV	NA	X	X	NA	X	X	II	1	*X	X	X	X	NA	X	X
18	IV	NA	X	X	X	X	X	II	2	X	X	X	X	X	X	X
21	III	NA	X	X	NA	NA	NA	II	2	X	X	X	X	NA	NA	NA
24	III	NA	X	X	X	X	X	II	2	X	X	X	X	X	X	X
27	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA	NA
30	IV	NA	X	X	X	X	X	II	3	X	X	X	X	X	X	X
33	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA	NA
36	III	NA	NA	X	X	X	X	II	NA	X	X	X	X	X	NA	X
42	II	NA	X	X	NA	X	X	II	NA	X	X	NA	NA	X	NA	NA
48	II	NA	X	X	NA	X	X	II	NA	X	X	NA	NA	X	NA	NA
54	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
60	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
66	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
72	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
78	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
90	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
96	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
102	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
108	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA

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

STORM SEWERS (Metric)															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 1										Type 2				
	Fill Height: 1 m, and less With 300 mm minimum cover										Fill Height: Greater than 1 m not exceeding 3 m				
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE
250	NA	3	X	X	X	X	NA	NA	1	*X	X	X	X	X	NA
300	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X
375	IV	NA	NA	X	NA	X	X	II	1	*X	X	X	NA	X	X
450	IV	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
525	III	NA	NA	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA
600	III	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X
675	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
750	IV	NA	NA	X	X	X	X	II	3	X	X	X	X	X	X
825	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
900	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	X	X
1050	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	X	NA
1200	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	X	NA
1350	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	X
1650	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe														
CSP	Concrete Sewer, Storm drain, and Culvert Pipe														
PVC	Polyvinyl Chloride Pipe														
CPVC	Corrugated Polyvinyl Chloride Pipe														
PE	Extra Strength Clay Pipe														
ESCP	Polyethylene Pipe with a Smooth Interior														
CPE	Corrugated Polyethylene Pipe with a Smooth Interior														
CPP	Corrugated Polypropylene pipe with a Smooth Interior														
X	This material may be used for the given pipe diameter and fill height.														
NA	This material is Not Acceptable for the given pipe diameter and fill height.														
*	May also use Standard Strength Clay Pipe														

STORM SEWERS															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 3										Type 4				
	Fill Height: Greater than 10' not exceeding 15'										Fill Height: Greater than 15' not exceeding 20'				
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
10	NA	2	X	X	X	X	NA	NA	3	X	X	X	X	NA	NA
12	III	2	X	X	X	NA	X	IV	NA	NA	X	X	X	X	NA
15	III	3	X	X	NA	NA	X	IV	NA	NA	X	X	NA	X	X
18	III	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	X	NA
21	III	NA	NA	X	NA	NA	NA	IV	NA	NA	X	X	X	NA	NA
24	III	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	X	X	NA
27	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
30	III	NA	NA	X	X	NA	X	IV	NA	NA	X	X	X	X	NA
33	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	X	X	NA
42	III	NA	NA	NA	NA	X	NA	IV	NA	NA	X	NA	NA	X	NA
48	III	NA	NA	NA	NA	X	NA	IV	NA	NA	X	NA	NA	X	NA
54	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	1680	NA	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA	NA
102	IV	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	1710	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

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

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

\* May also use Standard Strength Clay Pipe

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

0.01 in crack.

STORM SEWERS (metric)															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 3							Type 4							
	Fill Height: Greater than 3 m not exceeding 4.5 m							Fill Height: Greater than 4.5 m not exceeding 6 m							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
250	NA	2	X	X	X	X	X	NA	3	X	X	X	X	X	NA
300	III	2	X	X	X	X	NA	IV	NA	NA	X	X	X	X	NA
375	III	3	X	X	NA	NA	NA	IV	NA	NA	X	X	NA	NA	X
450	III	NA	X	X	X	X	NA	IV	NA	NA	X	X	X	X	NA
525	III	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	X	NA	NA
600	III	NA	NA	X	X	X	NA	IV	NA	NA	X	X	X	X	NA
675	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
750	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	X	X	NA
825	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
900	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	X	X	X	NA
1050	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	NA	NA	X	NA
1200	III	NA	NA	NA	X	X	NA	IV	NA	NA	X	NA	NA	X	NA
1350	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1500	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1650	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2550	IV	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA
2700	70	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

CSP Concrete Sewer, Storm drain, and Culvert Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

PE Polyethylene Pipe with a Smooth Interior

CPE Corrugated Polyethylene Pipe with a Smooth Interior

CPP Corrugated Polypropylene pipe with a Smooth Interior

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

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

NA May also use Standard Strength Clay Pipe

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

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

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

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

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

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

STORM SEWERS (metric)									
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE									
Nominal Diameter in.	Type 5				Type 6				Type 7
	Fill Height: Greater than 20' not exceeding 25'				Fill Height: Greater than 25' not exceeding 30'				Fill Height: Greater than 30' not exceeding 35'
	RCCP	PVC	CPVC	CPVC	RCCP	PVC	CPVC	CPVC	RCCP
250	NA	X	X	X	NA	X	X	NA	X
300	IV	X	X	X	V	X	X	V	X
375	IV	X	X	X	V	X	X	V	X
450	IV	X	X	X	V	X	X	V	X
525	IV	X	X	X	V	X	X	V	X
600	IV	X	X	X	V	X	X	V	X
675	IV	NA	NA	NA	V	NA	NA	V	NA
750	IV	X	X	X	V	X	X	V	X
825	IV	NA	NA	NA	V	NA	NA	V	NA
900	IV	X	X	X	V	X	X	V	X
1050	IV	X	NA	NA	V	X	NA	V	NA
1200	IV	X	NA	NA	V	X	NA	V	NA
1350	IV	NA	NA	NA	V	NA	NA	V	NA
1500	IV	NA	NA	NA	V	NA	NA	V	NA
1650	IV	NA	NA	NA	V	NA	NA	V	NA
1800	V	NA	NA	NA	V	NA	NA	V	NA
1950	100	NA	NA	NA	110	NA	NA	130	NA
2100	100	NA	NA	NA	110	NA	NA	130	NA
2250	100	NA	NA	NA	110	NA	NA	130	NA
2400	100	NA	NA	NA	120	NA	NA	130	NA
2550	100	NA	NA	NA	120	NA	NA	130	NA
2700	100	NA	NA	NA	120	NA	NA	130	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

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

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

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 1040 of the Standard Specifications:

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

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

80325

## **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: January 1, 2014

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

### **"STATEMENTS AND PAYROLLS**

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

### **"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80331

## **PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)**

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

“As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second.”

80326

## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

80328

## QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

80281

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

80327

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

**“669.01 Description.** This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

**“669.08 Contaminated Soil and/or Groundwater Monitoring.** The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

**"669.09 Contaminated Soil and/or Groundwater Management and Disposal.** The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than  $10^{-7}$  cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

**"669.14 Final Environmental Construction Report.** At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal.”

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

“The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.”

80283

## REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

**“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials.** Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor’s landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor’s responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

80319

## **TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

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

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

80301

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

Effective: June 2, 2012

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

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

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

80302

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

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

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

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

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

**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.state.il.us/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.state.il.us/desenv/subsc.html>.

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