

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 12, 2015

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. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Route FAP 600 (II 159)
Project HPP-0162(008)
District 8 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

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. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Project HPP-0162(008)
Route FAP 600 (IL 159)
District 8 Construction Funds**

Reconstruction, resurfacing, sidewalks, curb and gutter, storm sewers, street lighting, traffic signals and landscaping on IL 159 from "A" Street to Richland Creek. Work sill also take place at the intersection with "F" Street, all located in the City of Belleville.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.

9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

10. **The services of a subcontractor will be used.**

Check box Yes
 Check box No

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

STATE JOB # - C-98-377-06
 PPS NBR -

RUN DATE - 05/14/15
 RUN TIME - 183038

SCHEDULE OF PRICES
 CONTRACT NUMBER - 97442

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
ST CLAIR	163	08	05-00206-00-WR (BELLEVILLE)	HPP-0162/008/000	FAP 600

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
A2004516	T-GINKGO BIL PS 2	EACH	8.000				
A2004620	T-GLEDIT TRI IN 2-1/2	EACH	4.000				
C2C03424	S-HYDRA ARBOR AN 2'C	EACH	20.000				
C2C041G5	S-ITEA VIRG LH CG 5G	EACH	16.000				
C2C078G3	S-ROSA X KNOCK OUT 3G	EACH	14.000				
C2C09918	S-SPIREA X BUM GF 18C	EACH	12.000				
C2003810	S-ILEX XMESERVEAE 2'	EACH	6.000				
D2C03518	E-TAXUSX M DN 1-1/2'C	EACH	7.000				
D2C03624	E-TAXUS X MD HKS 2'C	EACH	10.000				
D2C03835	E-THUJA PLI STAND 5'C	EACH	6.000				
K0012980	P PL ORNAMENT T QRT P	UNIT	0.830				
K0013003	P PL PRAIRIE T 3" POT	UNIT	0.080				
K1005482	SHRED BARK MULCH-4	SQ YD	382.400				
XX009035	VAULTS TY 1	EACH	3.000				
XX009036	VAULTS TY 2	EACH	2.000				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX009037	POP-UP EMITTER	EACH	3.000				
XZ127900	RETAINING WALL REMOV	FOOT	281.000				
X0300266	WOODEN FENCE REMOV	FOOT	146.000				
X0321501	WEED BARRIER FABRIC	SQ YD	382.400				
X0326654	ORNAM LIGHT UNIT COMP	EACH	39.000				
X0327235	LOC UNDERGR UTILITIES	FOOT	4,518.000				
X6011605	PIPE DRAINS 4 SPL	FOOT	286.000				
X6020019	INLETS TB SPL T3V F&G	EACH	6.000				
X6020075	INLETS TB T3V F&G	EACH	14.000				
X6020084	MANHOLE SPECIAL	EACH	8.000				
X6024504	INLETS TB W/F&G SPL	EACH	1.000				
X6040205	FRAMES & LIDS SPECIAL	EACH	19.000				
X6640300	CH LK FENCE REMOV	FOOT	66.700				
X7240300	SIGN REMOVAL	EACH	12.000				
X7240600	REM RE-ERECT EX SIGN	EACH	61.000				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X8210677	LUM MH HM 400W SPL	EACH	12.000	=		=	
X8212160	LUM MH HM 250W SPL	EACH	27.000	=		=	
X8870300	EVP SYSTEM	EACH	2.000	=		=	
Z0004002	BOLLARDS	EACH	8.000	=		=	
Z0012450	CONCRETE STEPS	CU YD	8.100	=		=	
Z0013302	SEGMENT CONC BLK WALL	SQ FT	399.000	=		=	
Z0033046	RE-OPTIMIZE SIG SYS 2	EACH	3.000	=		=	
Z0036200	PAINT CURB	FOOT	140.900	=		=	
20100110	TREE REMOV 6-15	UNIT	12.000	=		=	
20100210	TREE REMOV OVER 15	UNIT	114.000	=		=	
20200100	EARTH EXCAVATION	CU YD	2,546.000	=		=	
20400800	FURNISHED EXCAVATION	CU YD	3,560.000	=		=	
20800150	TRENCH BACKFILL	CU YD	800.900	=		=	
25000115	SEEDING CL 1B	ACRE	0.690	=		=	
25000400	NITROGEN FERT NUTR	POUND	61.800	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
25000500	PHOSPHORUS FERT NUTR	POUND	61.800 X	=	=	=	=
25000600	POTASSIUM FERT NUTR	POUND	61.800 X	=	=	=	=
25000700	AGR GROUND LIMESTONE	TON	1.400 X	=	=	=	=
25100105	MULCH METHOD 1	ACRE	0.690 X	=	=	=	=
28000305	TEMP DITCH CHECKS	FOOT	20.000 X	=	=	=	=
28000400	PERIMETER EROS BAR	FOOT	634.800 X	=	=	=	=
28000500	INLET & PIPE PROTECT	EACH	38.000 X	=	=	=	=
31100100	SUB GRAN MAT A	TON	913.200 X	=	=	=	=
31100700	SUB GRAN MAT A 8	SQ YD	458.300 X	=	=	=	=
31100910	SUB GRAN MAT A 12	SQ YD	4,160.700 X	=	=	=	=
35300505	PCC BSE CSE 10 1/4	SQ YD	1,383.600 X	=	=	=	=
40200700	AGG SURF CSE A 8	SQ YD	31.100 X	=	=	=	=
40201000	AGGREGATE-TEMP ACCESS	TON	1,000.000 X	=	=	=	=
40600275	BIT MATLS PR CT	POUND	22,673.400 X	=	=	=	=
40600645	LEV BIND MM N90	TON	1,246.500 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
40600990	TEMPORARY RAMP	SQ YD.	881.700	=	-	=	-
40603100	HMA BC IL-19.0L N30	TON	66.100	=	-	=	-
40603305	HMA SC "C" N30	TON	35.200	=	-	=	-
40603320	HMA SC "C" N90	TON	1,334.700	=	-	=	-
40701881	HMA PAVT FD 10	SQ YD	3,564.400	=	-	=	-
42001300	PROTECTIVE COAT	SQ YD	2,542.800	=	-	=	-
42300200	PCC DRIVEWAY PAVT 6	SQ YD	239.200	=	-	=	-
42300400	PCC DRIVEWAY PAVT 8	SQ YD	1,247.280	=	-	=	-
42400100	PC CONC SIDEWALK 4	SQ FT	50,593.600	=	-	=	-
42400800	DETECTABLE WARNINGS	SQ FT	467.600	=	-	=	-
44000100	PAVEMENT REM	SQ YD	2,605.100	=	-	=	-
44000159	HMA SURF REM 2 1/2	SQ YD	15,889.100	=	-	=	-
44000200	DRIVE PAVEMENT REM	SQ YD	6,354.000	=	-	=	-
44000300	CURB REM	FOOT	7,019.700	=	-	=	-
44000600	SIDEWALK REM	SQ FT	46,075.600	=	-	=	-

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44300200	STRIP REF CR CON TR	FOOT	1,794.300 X	=	=	=	=
48101500	AGGREGATE SHLDS B 6	SQ YD	81.700 X	=	=	=	=
54248510	CONCRETE COLLAR	CU YD	10.000 X	=	=	=	=
550A0340	STORM SEW CL A 2 12	FOOT	1,273.000 X	=	=	=	=
550A0360	STORM SEW CL A 2 15	FOOT	10.000 X	=	=	=	=
550A0380	STORM SEW CL A 2 18	FOOT	19.000 X	=	=	=	=
55100500	STORM SEWER REM 12	FOOT	55.000 X	=	=	=	=
60240210	INLETS TB T1F OL	EACH	1.000 X	=	=	=	=
60240220	INLETS TB T3F&G	EACH	3.000 X	=	=	=	=
60240301	INLETS TB T8G	EACH	3.000 X	=	=	=	=
60240328	INLETS TB T24F&G	EACH	6.000 X	=	=	=	=
60255905	MAN ADJ NEW T3V F&G	EACH	1.000 X	=	=	=	=
60256940	MAN ADJ NEW T24F&G	EACH	1.000 X	=	=	=	=
60500060	REMOV INLETS	EACH	14.000 X	=	=	=	=
60603500	COMB CC&G TB6.06	FOOT	141.100 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60605000	COMB CC&G TB6.24	FOOT	7,585.300	=		=	
60618300	CONC MEDIAN SURF 4	SQ FT	260.100	=		=	
63000001	SPBGR TY A 6FT POSTS	FOOT	50.000	=		=	
64100115	SIGHT SCRNS (WF) TP 6	FOOT	44.000	=		=	
66900200	NON SPL WASTE DISPOS	CU YD	700.000	=		=	
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000	=		=	
66900530	SOIL DISPOSAL ANALY	EACH	4.000	=		=	
67000500	ENGR FIELD OFFICE B	CAL MO	17.000	=		=	
67100100	MOBILIZATION	L SUM	1.000	=		=	
70102620	TR CONT & PROT 701501	L SUM	1.000	=		=	
70102622	TR CONT & PROT 701502	L SUM	1.000	=		=	
70102640	TR CONT & PROT 701801	L SUM	1.000	=		=	
70300100	SHORT TERM PAVT MKING	FOOT	2,013.000	=		=	
70300210	TEMP PVT MK LTR & SYM	SQ FT	449.000	=		=	
70300220	TEMP PVT MK LINE 4	FOOT	11,591.400	=		=	

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 97442

FAP 600
 05-00206-00-WR (BELLEVILLE)
 ST CLAIR

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
70300240	TEMP PVT MK LINE 6	FOOT	1,669.300	X	=	=	=
70300250	TEMP PVT MK LINE 8	FOOT	107.600	X	=	=	=
70300260	TEMP PVT MK LINE 12	FOOT	857.200	X	=	=	=
70301000	WORK ZONE PAVT MK REM	SQ FT	56.000	X	=	=	=
72000100	SIGN PANEL T1	SQ FT	366.800	X	=	=	=
72300100	INSTALL EX SIGN PANEL	SQ FT	136.000	X	=	=	=
72900100	METAL POST TY A	FOOT	1,449.000	X	=	=	=
78000100	THPL PVT MK LTR & SYM	SQ FT	449.000	X	=	=	=
78000200	THPL PVT MK LINE 4	FOOT	11,591.400	X	=	=	=
78000400	THPL PVT MK LINE 6	FOOT	1,669.300	X	=	=	=
78000500	THPL PVT MK LINE 8	FOOT	107.600	X	=	=	=
78000600	THPL PVT MK LINE 12	FOOT	857.200	X	=	=	=
78100100	RAISED REFL PAVT MKR	EACH	144.000	X	=	=	=
78200300	PRISMATIC CURB REFL	EACH	28.000	X	=	=	=
78300200	RAISED REF PVT MK REM	EACH	210.000	X	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
80400100	ELECT SERV INSTALL	EACH	4.000 X	=	-	=	-
80500100	SERV INSTALL TY A	EACH	2.000 X	=	-	=	-
81028320	UNDRGRD C PVC 1	FOOT	171.000 X	=	-	=	-
81028340	UNDRGRD C PVC 1 1/2	FOOT	5,342.000 X	=	-	=	-
81028350	UNDRGRD C PVC 2	FOOT	2,560.000 X	=	-	=	-
81028360	UNDRGRD C PVC 2 1/2	FOOT	12.000 X	=	-	=	-
81028370	UNDRGRD C PVC 3	FOOT	102.000 X	=	-	=	-
81028390	UNDRGRD C PVC 4	FOOT	540.000 X	=	-	=	-
81400100	HANDHOLE	EACH	18.000 X	=	-	=	-
81400300	DBL HANDHOLE	EACH	2.000 X	=	-	=	-
81702110	EC C XLP USE 1C.10	FOOT	2,652.000 X	=	-	=	-
81702450	EC C XLP USE 3-1C 10	FOOT	15,532.000 X	=	-	=	-
82500330	LT CONT PEDM 240V 60	EACH	4.000 X	=	-	=	-
83600200	LIGHT POLE FDN 24D	FOOT	195.000 X	=	-	=	-
85700200	FAC T4 CAB	EACH	2.000 X	=	-	=	-

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
85900100	TRANSCEIVER	EACH	2.000	X			
87301215	ELCBL C SIGNAL 14 2C	FOOT	2,036.000	X			
87301225	ELCBL C SIGNAL 14 3C	FOOT	1,930.000	X			
87301245	ELCBL C SIGNAL 14 5C	FOOT	2,788.000	X			
87301255	ELCBL C SIGNAL 14 7C	FOOT	2,837.000	X			
87301305	ELCBL C LEAD 14 1PR	FOOT	2,933.000	X			
87301705	ELCBL C COMM 18 3PR	FOOT	1,943.000	X			
87301805	ELCBL C SERV 6 2C	FOOT	89.000	X			
87301900	ELCBL C EGRDC 6 1C	FOOT	878.000	X			
87502640	TS POST A 10	EACH	2.000	X			
87502680	TS POST A 14	EACH	1.000	X			
87502700	TS POST A 16	EACH	4.000	X			
87700160	S MAA & P 24	EACH	1.000	X			
87700240	S MAA & P 40	EACH	2.000	X			
87700260	S MAA & P 44	EACH	1.000	X			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
87700270	S MAA & P 46	EACH	1.000 X	=	=	=	=
87702335	S MAA & P DUAL MA 30	EACH	1.000 X	=	=	=	=
87800100	CONC FDN TY A	FOOT	18.000 X	=	=	=	=
87800200	CONC FDN TY D	FOOT	6.000 X	=	=	=	=
87800400	CONC FDN TY E 30D	FOOT	23.500 X	=	=	=	=
87800415	CONC FDN TY E 36D	FOOT	52.000 X	=	=	=	=
88040070	SH P LED 1F 3S BM	EACH	1.000 X	=	=	=	=
88040090	SH P LED 1F 3S MAM	EACH	8.000 X	=	=	=	=
88040150	SH P LED 1F 5S BM	EACH	1.000 X	=	=	=	=
88040160	SH P LED 1F 5S MAM	EACH	8.000 X	=	=	=	=
88040230	SH P LED 2F 3S BM	EACH	2.000 X	=	=	=	=
88040260	SH P LED 2F 1-3 1-5BM	EACH	1.000 X	=	=	=	=
88040290	SH P LED 2F 5S BM	EACH	1.000 X	=	=	=	=
88040310	SH P LED 3F 1-3 2-5BM	EACH	2.000 X	=	=	=	=
88040330	SH P LED 3F 2-3 1-5BM	EACH	3.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
88102825	PED SH P LED 1F BM CT	EACH	6.000 X				
88102845	PED SH P LED 2F BM CT	EACH	6.000 X				
88200100	TS BACKPLATE	EACH	16.000 X				
88500100	INDUCTIVE LOOP DETECT	EACH	13.000 X				
88600100	DET LOOP T1	FOOT	2,594.000 X				
88800100	PED PUSH-BUTTON	EACH	16.000 X				
89000100	TEMP TR SIG INSTALL	EACH	1.000 X				
89502100	REBUILD EX SIG HEAD	EACH	2.000 X				
89502200	MOD EX CONTR	EACH	1.000 X				
89502375	REMOV EX TS EQUIP	EACH	3.000 X				
89502380	REMOV EX HANDHOLE	EACH	8.000 X				
89502385	REMOV EX CONC FDN	EACH	13.000 X				

TOTAL \$

NOTE:
 *** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE
SCHEDULE OF PRICES RUN DATE - 05/14/15
CONTRACT NUMBER - 97442 RUN TIME - 183038

FAP 600
05-00206-00-WR (BELLEVILLE)
SF CLAIM

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

NA-FEDERAL

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

RETURN WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Project HPP-0162(008)
Route FAP 600 (II 159)
District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Project HPP-0162(008)
Route FAP 600 (II 159)
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

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

(IF A JOINT VENTURE)

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

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Return with Bid

Division of Highways
Proposal Bid Bond

Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____ (Signature and Title)

By _____ (Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____

Signed and attested before me on _____ (date)
by _____

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

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

(2) Work:

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

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

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

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

*Applies to trucking only

(4) Commitment

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

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

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

Signature for Contractor __ 1st Tier __ 2nd Tier

Signature for DBE Firm __ 1st Tier __ 2nd Tier

Date _____

Date _____

Contact Person _____

Contact Person _____

Title _____

Title _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

Email Address _____

Email Address _____

E _____

WC _____

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Project HPP-0162(008)
Route FAP 600 (Il 159)
District 8 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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 SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. June 12, 2015. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 97442
ST. CLAIR County
Section 05-00206-00-WR (Belleville)
Project HPP-0162(008)
Route FAP 600 (IL 159)
District 8 Construction Funds**

Reconstruction, resurfacing, sidewalks, curb and gutter, storm sewers, street lighting, traffic signals and landscaping on IL 159 from "A" Street to Richland Creek. Work will also take place at the intersection with "F" Street, all located in the City of Belleville.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Acting Secretary

**INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2015

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

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

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LR SD12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	42	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		<input type="checkbox"/> Equipment Rental Rates	Jan. 1, 2012	
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		<input type="checkbox"/> Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5		<input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		<input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406	43	<input checked="" type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240		Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274		Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	44	X 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
80310		Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341		Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294		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	47	X Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	48	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	51	X Contract Claims	April 1, 2014	
* 80029	52	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	63	X Equal Employment Opportunity	April 1, 2015	
80265	67	X Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	71	X Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329		Glare Screen	Jan. 1, 2014	
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	75	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	77	X Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	87	X Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2015
80348	91	X Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315		Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351		Light Tower	Jan. 1, 2015	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324		LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325	96	X LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342		Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337		Paved Shoulder Removal	April 1, 2014	
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	
80298		Pavement Marking Tape Type IV	April 1, 2012	
80254		Pavement Patching	Jan. 1, 2010	
80352	106	X Pavement Striping - Symbols	Jan. 1, 2015	
* 80359		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80353		Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	107	X Precast Concrete Handhole	Aug. 1, 2014	
80300		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	108	X Progress Payments	Nov. 2, 2013	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	109	X Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350	119	X Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	121	X Reinforcement Bars	Nov. 1, 2013	
80344		Rigid Metal Conduit	Aug. 1, 2014	
* 80354	123	X Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340		Speed Display Trailer	April 2, 2014	
80127	124	X Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355		Temporary Concrete Barrier	Jan. 1, 2015	
80301	128	X Tracking the Use of Pesticides	Aug. 1, 2012	
80356		Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338		Training Special Provisions	Oct. 15, 1975	
80318		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80345		Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357		Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
* 80346		Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	129	X Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	131	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289		Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071		Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

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

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

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: March 6, 2015 Letting

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

	GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Dec 29, 2014
	GBSP 73	Cofferdams	Oct 15, 2011	
	GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
	GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
	GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
	GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
	GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
	GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	
	GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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

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

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

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

SPECIAL PROVISIONS

The following special provisions supplement the *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2012, the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, and the *Manual of Test Procedures of Materials* in effect on the date of invitation for bids, and the *Supplemental Specifications and Recurring Special Provisions* indicated on the Check Sheets included here in which apply to and govern the construction of FAP 600, Illinois Rt. 159, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

This project consists of various improvements to IL 159 (N. Illinois Street) in Belleville. These improvements include a major intersection improvement at F Street, addition of a northbound right turn lane at Lebanon Avenue and milling and resurfacing on N. Illinois and Lebanon Avenue. F Street will be reconstructed, realigned and reprofiled as part of the intersection improvement. Streetscape improvements, such as, decorative street lighting, landscaping, inlet and manhole adjustment, concrete curb and gutter and new sidewalks will also be completed. Improvements on N. Illinois begin at Richland Creek and end at A Street, just north of Fountain Square, a total of 2,504 feet. Side street improvements total 857 ft. on Lebanon Avenue and 758 ft. on F Street.

BOLLARD

This item consists of furnishing, assembling and the installation of decorative security bollards at the locations as specified in the plans, which shall include the foundation and all necessary accessories required for installation, with no additional compensation allowed.

This item shall be a schedule 40, 4" O.D. painted "Black" color carbon steel pipe bollard 36" in height with 24" embedment into a concrete foundation as specified in the plans. The pipe shall be filled with concrete flush with the top of the pipe. The security bollard shall be covered by a decorative bollard sleeve. Decorative bollard sleeve shall be Sternberg 6201B, "Oxford", or visually equivalent, to match the existing streetscape fixtures, and securely anchored to the foundation with supplied anchor bolts or mechanical anchors.

The top of the concrete foundation shall be set to the bottom of the new sidewalk elevation.

The paint system shall be in accordance with Article 1008.04 of the Standard Specifications.

This work shall be paid for at the contract unit price per each for BOLLARDS.

CHAIN LINK FENCE REMOVAL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Chain Link Fence Removal, and shall conform to section 664 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The CONTRACTOR shall remove the existing chain link fence as shown and detailed in the contract plans. The CONTRACTOR shall dispose of the removed chain link fence at his or her own expense.

This work shall be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL.

CONCRETE STEPS

This work shall consist of furnishing all labor, materials and equipment necessary to construct Concrete Steps, and shall conform to all applicable articles in section 424 and 503 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The CONTRACTOR shall prepare all necessary working drawings to be approved by the Engineer and each individual property owner to construct new concrete steps at locations identified in the contract plans. All proposed plans shall result in the adjacent sidewalk maintaining safe access in accordance with all current ADA guidelines and regulations.

This work shall be paid for at the contract unit price per cubic yard for CONCRETE STEPS.

EMERGENCY VEHICLE PRIORITY SYSTEM

This special provision modifies Section 887 of the Standard Specifications.

Emergency vehicle detection shall be provided by electronic circuitry fully contained within an optical detector head, or by circuitry contained in a rack-mounted or shelf-mounted phase selector with separate optical detector head(s).

When a valid request for priority services is received, the detector head or phase selector shall apply a ground true input to the controller preemption channel assigned to the priority phase(s) required by the requesting vehicle.

The Contractor shall provide an optical preemption system at each of the locations listed in the plans. The optical preemption system shall consist of an optical detector heads installed on the mast arm facing the direction of oncoming traffic. This optical detector head shall be installed on a standard traffic signal mount, and be banded to the mast arm. The mount shall allow the

optical reception tube to be aimed variably from the stop bar to a distance of up to 800 meters (2600 feet) from the stop bar. The Contractor shall set the initial aim angle at a distance of 500 meters (1600 feet) from the stop bar. Final adjustment shall be under the direction of the City Engineer.

The optical detector head shall be capable of detecting a strobed optical signal at a distance of 500 meters (1640 feet) in clean air. The optical detector head shall be fabricated of black glass reinforced plastic and be fully gasketed, hermetically sealed, and suitable for all-weather use. The electronic circuits contained inside shall be RFI shielded and potted for protection from shock, vibration, and moisture. RFI protection shall be such as to insure proper operation when in the presence of 100 watt VHF mobile radios. The optical detector head shall be provided with a sight tube and removable clear glass viewport. A smoked glass sight viewport shall be available for close block intersections of less than 150 meters (500 feet) where range reduction is desired.

Each optical detector unit or phasing unit shall be provided with electronics to properly decode a valid request for high priority or low priority or both priorities. A request for high priority shall be a flashing strobe input of 14.035 hertz plus or minus 0.05 hertz. A request for low priority shall be a flashing strobe input of 9.639 hertz plus or minus 0.05 hertz. The optical detector head or phasing unit shall properly decode these frequencies over a temperature range of -50 degree C to +80 degree C, and shall reject any inputs that outside these frequencies. The detector shall be provided with a confirmation LED. If detection circuits are contained within the optical detector head, the LED shall be visible through the sight viewport when a valid request is received. The LED shall be visible at a distance of 8 meters (25 feet) and shall emit a steady light to indicate a high priority signal, and a pulsing light to indicate a low priority signal. The electronics shall utilize crystal controlled frequency detector technology to insure accurate validation under extremely adverse optical noise. The detector shall not produce a false preemption call to the controller while looking at a group of ten service vehicles generating a combined total of 200 flashes per second (Poisson distribution assumed) of strobe emergency lighting, and shall be capable of reliably detecting high or low priority emitters while exposed to the same optical noise source. The electronics shall properly decode a high priority request within 0.75 second and a low priority request within 1.1 seconds after detection of the first strobe input signal.

The optical detector head shall interface to the traffic controller cabinet by a special cable with three conductors of AWG20 (7x28) stranded, tinned copper, with color coded insulation. Color coding shall be Yellow, Blue, and Black. The conductors shall be shielded with aluminized polyester and shall have a stranded, tinned AWG20 (7x28) drain wire to provide signal integrity and transient protection. The wire shall have an insulation rating of 600 volts minimum, and a temperature of 80 degree C.

The optical detector head shall be provided with internal electronic protection from damage caused by accidental polarity reversal. Each cabinet shall be provided with a 24 VDC power

supply with fused output to power the optical detector heads. The DC shall be connected to the controller cabinet Logic Ground to insure valid NEMA voltage reference levels. The 24VDC lines shall be protected by a surge protector, minimum 2000 amperes, to dissipate any power line or lightning surges. The optical detector head or phasing unit shall be provided with an isolated circuit to provide a solid ground true output on the Yellow conductor on receipt of a valid high priority request, and a pulsing ground true output, 0.25 hertz, on the same conductor on receipt of a valid low priority request. A solid ground true output shall be provided on receipt of both a high priority and a low priority request.

A confirmation beacon shall be provided for each approach and mounted next to the associated optical detector. All wiring for the beacon shall be included.

Special installations shall include the ability to install two or more optical detector heads for the same approach as required due to road curvature or grade change. Where two or more heads are installed on the same mast arm, the mount shall include the ability to individually aim each optical detector head in both the horizontal and vertical axes. A separate cable shall be installed for each detector head.

This work will be paid for at the contract unit price per each for EMERGENCY VEHICLE PRIORITY SYSTEM, which price shall be payment in full for furnishing, installing and placing into operation the equipment described herein.

INLETS, TYPE B, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Type B, Type 3V Frame and Grate, and shall conform to section 602 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall construct Inlets, Type B, Type 3V Frame and Grate at the locations and elevations described in the contract plans.

This work shall be paid for at the contract unit price per each for INLETS, TYPE B, TYPE 3V FRAME AND GRATE.

INLETS, TYPE B, SPECIAL, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Type B, Special, Type 3V Frame and Grate, and shall conform to section 602 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall construct Inlets, Type B, Special, Type 3V Frame and Grate at the locations and elevations described in the contract plans. The Type B inlet shall include a debris trap as

detailed in the contract plans and shall meet all requirements of IDOT Standard 602306. All shop drawings for Inlets, Type B, Special, Type 3V Frame and Grate shall be reviewed and approved by the Engineer prior to ordering the material.

This work shall be paid for at the contract unit price per each for INLETS, TYPE B, SPECIAL, TYPE 3V FRAME AND GRATE.

INLETS, TYPE B, WITH FRAME AND GRATE, SPECIAL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Type B, With Frame and Grate, Special, and shall conform to section 602 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall construct Inlets, Type B, With Frame and Grate, Special at the locations and elevations described in the contract plans. The Type B inlet shall include a Type 24 frame and grate and a debris trap as detailed in the contract plans. All construction for this item shall conform to IDOT Standard 602306. All shop drawings for Inlets, Type B, With Frame and Grate, Special shall be reviewed and approved by the Engineer prior to ordering the material.

This work shall be paid for at the contract unit price per each for INLETS, TYPE B, WITH FRAME AND GRATE, SPECIAL.

JOINT UTILITY INFORMATION FOR EXCAVATORS (J.U.L.I.E.)

This work shall be done in accordance with Article 107.31 of the *Standard Specifications*, except as herein modified.

Because of minimum 48 hours advance notice is required for notification to utilities, the Contractor will be required to give the ENGINEER and OWNER 96 hours notice, in writing, for a specific area prior to beginning any excavation.

If any of the location markers placed by a utility company in conformance with this procedure are destroyed by CONTRACTOR operations, the CONTRACTOR shall immediately notify the utility OWNER and bear the cost of remarking the facilities at his own cost and expense. Compliance with this special provision shall be considered incidental to the contract and no additional compensation will be allowed for any cost incurred.

COUNTY:	St. Clair
TOWNSHIP:	1N 8W
SECTION:	21 and 22
QUARTER SECTION:	SE 21 and SW 22

LOCATING UNDERGROUND UTILITIES

This work shall consist of determining the exact location of all exact underground utilities (storm water, water, gas, sewer, etc.) owned and maintained by the Department, which are in possible conflict with construction operations, to protect them from damage.

Locating underground electric cable and electric conductors in conduit owned and maintained by the Department is not included in this pay and will be paid for according to Section 803.

Any prints from microfilm or any information shown on the plans for existing underground utilities owned and operated by the Department are intended to show the general arrangement of the existing underground utilities only and are not intended to show exact location of any such existing underground utilities that are within 5 foot of the limits of any excavation or penetration relative to the construction work that could interfere with the underground facilities.

Plans of existing Department owned facilities may be available in the District Office in which the construction is located. Prints of applicable Plans will be provided to the Contractor upon request, if available.

The Contractor shall take whatever precautions to protect the existing underground utilities from damage during location and construction operations. In the event that any utility is damaged, the Contractor shall replace the damaged utility in a manner satisfactory to the Engineer. In the event that cables or conductors in conduit are damaged, Contractor shall replace the entire length of cables or conductors in conduit. Splicing below grade is not permitted.

In the event that the repairs are not made by the Contractor, the Contractor shall reimburse the Department for such repairs within 60 days of receiving written notification of said damage. Otherwise, the cost of such repairs will be deducted from the monies due or which will become due the Contractor under the terms of the Contract.

If, in the opinion of the Engineer, it is determined prior to any construction that an existing underground utility at a particular location is impossible to avoid, the Contractor shall relocate that segment of the existing underground utility to avoid their operations as directed by the Engineer.

This work will be measure for payment in feet in place for each single buried utility located within an area extending 5 feet outside the limits of excavation or penetration in each direction. This work shall be measure for payment at a specific work location only one time.

This work will be paid for at the contract unit price per foot for LOCATING UNDERGROUND UTILITIES, which price shall include locating each utility and protecting it from damage during location and construction operations.

If the Contractor is requested to relocate a segment of a utility at a specific work location to avoid construction operations, this work will be paid for according to Article 109.04. Only that work which is requested in writing by the Engineer will be paid for.

LUMINAIRE, METAL HALIDE, HORIZONTAL MOUNT, 250 WATT (SPECIAL)

This item shall consist of furnishing, installing an ornamental lighting luminaire conforming to all applicable portions of Sections 821 and 1067 of the Standard Specifications for Road and Bridge Construction, the plans, and the following additions or exceptions.

The luminaire shall visually conform to the existing light fixtures in Belleville. The luminaire shall have Type 3 roof optics with a flat glass lens. The luminaire shall be 250-watt pulse start metal halide, as shown on the plans, with multi-tap ballast wired for 240 volts. The luminaire shall be decorative horizontal style as manufactured by Sternberg Lighting, Omega 1527RFG or approved equal and have a black finish.

This work will be paid for at the contract unit price per each for LUMINAIRE, METAL HALIDE, HORIZONTAL MOUNT, 250 WATT (SPECIAL) which price shall be payment in full for furnishing, installing and placing into operation the luminaire to the satisfaction of the Engineer.

1/1/03

ILLINOIS DEPARTMENT OF TRANSPORTATION
LUMINAIRE PERFORMANCE TABLE

GIVEN CONDITIONS

ROADWAY DATA:	Pavement Width	<u>36 FT</u>
	Number Of Lanes	<u>1</u>
	Median Width	<u>0 FT</u>
	IES Surface Classification	<u>R3</u>
	Q-Zero Value	<u>.07</u>
LIGHT POLE DATA:	Mounting Height	<u>25 FT</u>
	Mast Arm Length	<u>6 FT</u>
	Pole Set-Back From Edge Of Pavement	<u>3 FT</u>
LUMINAIRE DATA:	Lamp Type	<u>250 W Metal Halide</u>
	Lamp Lumens	<u>22,000</u>
	IES Vertical Distribution	<u>Full Cut-Off</u>
	IES Control Of Distribution	<u>Medium</u>
	IES Lateral Distribution	<u>Type III</u>
	Total Light Loss Factor	<u>0.6</u>
	LAYOUT DATA:	Spacing
Configuration		<u>Staggered</u>
Luminaire Overhang Over Edge Of Pavement Lane		<u>3 FT</u>

NOTE: Variations from the above specified IES distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS

NOTE: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

ILLUMINATION:	Average Horizontal Illumination, (E_{Ave})	<u>13</u>	<u>Lux</u>
	Uniformity Ratio, (E_{Ave}/E_{Min})	<u>3.0</u>	
LUMINANCE:	Average Luminance: (L_{Ave})	<u>0.9</u>	<u>Cd/m²</u>
	Uniformity Ratios: (L_{Ave}/L_{Min})	<u>3.0</u>	
	(L_{Max}/L_{Min})	<u>5.0</u>	
	Maximum Veiling Luminance Ratio: (L_v/L_{Ave})	<u>0.30</u>	

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LUMINAIRE, METAL HALIDE HORIZONTAL MOUNT 400 WATT, SPECIAL

This item shall consist of furnishing, installing an ornamental lighting luminaire conforming to all applicable portions of Sections 821 and 1067 of the Standard Specifications for Road and Bridge Construction, the plans, and the following additions or exceptions.

The luminaire shall visually conform to the existing light fixtures in Belleville. The luminaire shall have Type 3 roof optics with a flat glass lens. The luminaire shall be 400-watt pulse start metal halide, as shown on the plans, with multi-tap ballast wired for 240 volts. The luminaire shall be decorative horizontal style as manufactured by Sternberg Lighting, Omega 1527RFG or approved equal and have a black finish.

This work will be paid for at the contract unit price per each for LUMINAIRE, METAL HALIDE HORIZONTAL MOUNT 400 WATT, SPECIAL which price shall be payment in full for furnishing, installing and placing into operation the luminaire to the satisfaction of the Engineer.

1/1/03

ILLINOIS DEPARTMENT OF TRANSPORTATION
LUMINAIRE PERFORMANCE TABLE

GIVEN CONDITIONS

ROADWAY DATA:	Pavement Width	36 FT
	Number Of Lanes	1
	Median Width	0 FT
	IES Surface Classification	R3
	Q-Zero Value	.07
LIGHT POLE DATA:	Mounting Height	25 FT
	Mast Arm Length	6 FT
	Pole Set-Back From Edge Of Pavement	3 FT
LUMINAIRE DATA:	Lamp Type	400 W Metal Halide
	Lamp Lumens	40,000
	IES Vertical Distribution	Full Cut-Off
	IES Control Of Distribution	Medium
	IES Lateral Distribution	Type III
	Total Light Loss Factor	0.6
LAYOUT DATA:	Spacing	200 FT
	Configuration	Staggered
	Luminaire Overhang Over Edge Of Pavement Lane	3 FT

NOTE: Variations from the above specified IES distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

PERFORMANCE REQUIREMENTS

NOTE: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

ILLUMINATION:	Average Horizontal Illumination, (E_{Ave})	13	Lux
	Uniformity Ratio, (E_{Ave}/E_{Min})	3.0	
LUMINANCE:	Average Luminance: (L_{Ave})	0.9	Cd/m ²
	Uniformity Ratios: (L_{Ave}/L_{Min})	3.0	
	(L_{Max}/L_{Min})	5.0	
	Maximum Veiling Luminance Ratio: (L_v/L_{Ave})	0.30	

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MAINTENANCE OF EXISTING ELECTRICAL DEVICES

The existing electrical devices which lie within the construction limits of this project will continue to be the maintenance responsibility of the Illinois Department of Transportation. Electrical devices are defined to mean highway lighting installations, traffic signals, flashing beacons, sign truss illumination units, changeable message signs, motorist aid call boxes, dewatering pumps, speed monitoring devices, traffic volume count stations, wrong way movement detectors, following-too-close monitors, ice/fog detectors or any such devices or facilities the Department may have to maintain.

Any damage or malfunctions of these devices, observed by the Contractor, shall be reported immediately to the Department.

If it is determined by the Engineer that the Contractor is responsible for damage of any type to above-mentioned existing electrical devices, including underground wiring, as a result of negligence or poor workmanship, the Contractor shall be responsible for the repair of these facilities. These repairs shall be accomplished by whatever method the Department deems necessary. In the event the repairs are not made by the Contractor, the Contractor will be required to reimburse the Department for such repairs within 60 days of receiving written notification of said damage.

The Department will continue to maintain the existing electrical devices until such time as the Contractor removes these devices, if required by this Contract. Any new, rebuilt, or modernized equipment installed as a requirement of this Contract shall be the maintenance responsibility of the Contractor until such time as this equipment is final inspected and found to be installed in a satisfactory manner by the Department. Existing individual equipment not involved with the work of this Contract will continue to be the maintenance responsibility of the Department.

MANHOLE, SPECIAL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Manhole, Special, and shall conform to section 602 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall construct Manholes, 4' Diameter at the locations and elevations described in the contract plans. The manhole shall include a debris trap as detailed in the contract plans and shall meet all requirements of IDOT Standard 602401. All shop drawings for Manhole, Special shall be reviewed and approved by the Engineer prior to ordering the material.

This work shall be paid for at the contract unit price per each for MANHOLE, SPECIAL.

MASONRY WALL CONSTRUCTION

This item shall consist of installation of concrete masonry unit (CMU) walls in existing vaults including concrete units, mortar, grout, bond beams, bar reinforcement, horizontal joint reinforcement and dowel bars, all in accordance with the details as shown on the plans.

Materials shall be in accordance with the following:

CMU units shall be hollow core load bearing, Type 1, normal weight conforming to ASTM C90. Minimum net compressive strength of individual units = 2000 psi. Mortar shall be in accordance with ASTM C270, Type N.

Grout for filling cells and bond beams shall be in accordance with ASTM C476. Minimum compressive strength of grout = 2000 psi.

Wire reinforcement shall conform to ASTM A82 and be hot-dip galvanized in accordance with ASTM A153.

Reinforcement for bond beams and dowels shall conform to ASTM A615, Grade 60, deformed.

Portland cement, ASTM C150, normal – Type 1, shall be used in the mortar and grout mixes. Masonry cement and calcium chloride is not allowed.

Drill and grout reinforcement bar dowels at locations shown on the drawings with a capsule or adhesive cartridge type epoxy system. The Contractor shall install dowels in pre-drilled holes according to the Manufacturer's recommendations and procedures. The capsule or the adhesive cartridge shall be sealed with premeasured amounts of the adhesive chemical.

Use mortar within two hours of mixing at temperatures over 50 degrees F, and 2 ½ hours at temperatures under 50 degrees F. Re-temper mortar within two hours of mixing to replace water lost by evaporation. Do not re-temper mortar after two hours of mixing. Mortar older than the maximum use times specified shall be wasted.

Thoroughly mix grout ingredients in quantities needed for immediate use. Place grout within 1 ½ hours from introducing water to the mixture and prior to initial set. Re-temper of grout is not allowed. Grout older than the maximum use time specified shall be wasted.

Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds, or other admixtures without written authorization of the Engineer.

Lay concrete masonry units in ½ running bond with vertical joints in each course centered on

units in courses above and below. Form concave mortar joints. Lay hollow masonry units with full-face shell bedding, head and bed joints. Where horizontal bond beams are shown, use special units or modify regular units to allow for placement of continuous horizontal reinforcement bars. Maintain vertical continuity of core or cell cavities.

Perform job site cutting of masonry units with proper tools and provide straight, clean, un-chipped edges. Prevent broken masonry unit corners and edges.

Keep cavities free of mortar. Remove excess mortar as work progresses. Do not permit mortar to drop or accumulate into ½-inch open joint between CMU wall and existing basement walls.

Place reinforcement bars and horizontal joint reinforcement as shown. Use full length bars for horizontal bond beams with no laps. Use prefabricated truss type horizontal joint reinforcement.

Anchor masonry to supporting structure as indicated.

Prior to grouting, inspect and clean grout spaces. Remove dust, dirt, mortar droppings, loose pieces of masonry and other foreign materials from grout space. Clean reinforcement and adjust to proper position. Pour grout using chute or container with spout. Rod or vibrate grout during placement. Place grout continuously; do not interrupt pouring of grout for more than one hour.

This work will not be paid for separately but will be included in the unit price per each for VAULT, TYPE 1.

ORNAMENTAL LIGHT UNIT, COMPLETE

This item shall consist of furnishing an ornamental light pole conforming to all applicable portions of Sections 830 and 1069 of the Standard Specifications for Road and Bridge Construction, the plans, and the following additions or exceptions.

The light pole shall visually conform to the existing light poles in downtown Belleville with an 8-inch tapered fluted shaft as shown on the plan details. The pole shall be supplied with a duplex convenience outlet, duplex GFI outlet and other accessories as shown on the plan detail. The duplex convenience outlet shall be wired through the GFI outlet to provide personnel protection. The luminaire arm shall be 6-foot. The light pole and accessories shall have a black finish. Pole shall be Sternberg Model 6925ATFP8/BCC or approved equal.

The non-GFI outlet at the top of the pole needs to function in accordance with NEC requirements as a GFI outlet by wiring it from the GFI outlet at the base of the pole.

Pole identification will be as directed by the Belleville city engineer.

This work will be paid for at the contract unit price per each for ORNAMENTAL LIGHT UNIT, COMPLETE, which price shall be payment in full for furnishing and installing the pole to the satisfaction of the Engineer.

PAINT CURB

This work shall consist of painting a 6-inch stripe on the concrete curb as shown on the plans. Surface preparation and paint application shall be in accordance with Section 780 of the Standard Specifications.

This work shall be paid for at the contract unit price per foot for PAINT CURB.

PEDESTRIAN PUSH BUTTONS

Pedestrian push buttons shall be installed in accordance with Section 888 of the Standard Specifications except as follows:

Article 888.03 shall be revised to read as follows:

The pedestrian push buttons shall be mounted approximately
760 mm (30 in) above the handicapped ramp level.

This work will be paid for at the contract unit price per each for PEDESTRIAN PUSH-BUTTON, which price shall be payment in full for furnishing and installing this item.

PIPE DRAINS, 4" SPECIAL

This item shall be installed in accordance with Section 601 of the Standard Specifications except as follows:

Pipe drains shall be installed at the locations and elevations described in the contract plans and in accordance with the Downspout Connection Detail shown on those plans.

This work shall be paid for at the contract unit price per foot for PIPE DRAINS, 4" SPECIAL.

POP-UP EMITTER

The pop-up emitter and all appurtenances required to connect the downspout to the emitter shall be installed in accordance with the manufacturer's recommendations. Pop-up emitters shall be installed at the locations shown in the contract plans. The pop-up emitters shall be opened by hydrostatic pressure from water flowing through the drain pipe and shall be designed to automatically close following a rainfall event.

This work shall be paid for at the contract unit price per each for POP-UP EMITTER, which price shall be payment in full for furnishing, installing and placing into operation the pop-up emitter and any appurtenances required to connect the downspout to the emitter.

PROTECTION OF EXISTING HISTORIC AREAS

The CONTRACTOR's attention is called to the buildings along IL 159 between C Street and D Street. The building on the northwest corner of IL 159 and C Street is historic and caution should be taken around it and all of its features. The remaining buildings along this block are also within the Belleville Historic District and the CONTRACTOR shall take all necessary precautions to avoid disturbing, damaging or in any way negatively affecting any of the buildings on this block. If it is determined that the CONTRACTOR is responsible for damage of any type to the above-mentioned buildings, as a result of negligence or poor workmanship, the CONTRACTOR shall be responsible for the repair of the buildings.

RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM

This work shall consist of providing a revised Signal Coordination and Timing (SCAT) report and implementing revised timings to an existing previously optimized closed loop traffic signal system. This work is required due to the addition of a signalized intersection to an existing signal system or a modification of an existing signalized intersection, which affects the quality of an existing system's operation. Maintenance of the subject intersection shall not be accepted by the department until the signal is turned on, is acceptable, and the re-optimized timings are implemented. The following intersections with Illinois Route 159 are affected and are to be analyzed: C Street, Lebanon Avenue, F Street, A Street, Washington Street, Lincoln Street, Monroe Street, and Douglas Street.

After the new signalized intersection is added or the existing signal is modified, the traffic signal system shall be re-optimized by a Consultant prequalified by the Illinois Department of Transportation to perform SCAT Work. The contractor shall contact the District Traffic personnel responsible for traffic signal timing for a listing of approved consultants.

A listing of existing traffic signal equipment, interconnect information and existing phasing and timing patterns may be obtained from the Department. The existing SCAT Report is available at the District Operations office. If the Consultant provides blank media, copies of the existing optimized system in the optimization software format and a timing database, which includes intersection displays, will be made for the Consultant. The Consultant shall consult with District Operations personnel prior to optimizing the system to determine if any extraordinary conditions exist that would be instructed to wait until traffic conditions stabilize or to follow specific instructions regarding the re-optimization.

Traffic counts shall be performed at the subject intersection(s). Seven day/twenty-four hour automatic recorder counts will be required and manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:00 p.m. to 6:00 p.m. on a typical weekday from midday Monday to midday Friday, and if necessary a weekend peak hour. Additional manual turning movement counts may be necessary if heavy traffic flows exist during off peak hours.

A Capacity Analysis shall be conducted at the subject intersection(s) to determine level of service and degree of saturation. Appropriate signal timings shall be developed for the subject intersection(s) and existing timings shall be utilized for the rest of the intersections in the system with minor adjustments if necessary. Changes to the cycle lengths and offsets for the entire system may be required due to the addition/modification of the subject intersection(s). Signal system analysis shall be conducted utilizing Synchro or other appropriate approved computer software.

The proposed signal timing plans shall be forwarded to IDOT for review and approval seven days prior to implementation. The consultant shall make fine tuning adjustments to the timing during implementation with the approval of IDOT District Operations personnel.

The Consultant shall furnish to IDOT a revised SCAT Report for the re-optimized system. The report shall include the following: turning movement and automatic traffic recorder counts, capacity analyses for each count period, computer optimization analyses for each timing plan period, and proposed timing plans.

This work will be paid for at the contract unit price per each for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, LEVEL 2, which price shall be performing the work outlined herein.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications: The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. **Phase I Preliminary Engineering information is available through the District’s Environmental Studies Unit.** Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

ISGS Site 1641V2-5, Vacant Land

• Station 159+15 to Station 160+15 (IL 159, N. Illinois Street), 0 to 45 feet LT (Vacant Land, PESA Site 1641V2-5, 704-710 N. Illinois Street). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Dibenzo(a,h)anthracene, and Manganese.

ISGS Site 1641V2-6, St. Clair Associated Vocational Enterprises, Inc.

• Station 162+60 to Station 163+55 (IL 159, N. Illinois Street), 0 to 40 feet LT (St. Clair Associated Vocational Enterprises, Inc., PESA Site 1641V2-6, 620 N. Illinois Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Lead.

ISGS Site 1641V2-14, Commercial Building

• Station 304+95 to Station 305+70 (F Street), 0 to 75 feet LT (Commercial Building, PESA Site 1641V2-14, 600 N. Illinois Street). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

ISGS Site 1641V2-18, Farmers Market

• Station 510+30 to Station 512+15 (Lebanon Avenue), 0 to 35 feet RT (Farmers Market, PESA Site 1641V2-18, 500 N. Illinois Street). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene and Dibenzo(a,h)anthracene.

ISGS Site 1641V2-20, Vacant Land

• Station 167+80 to Station 168+65 (IL 159, N. Illinois Street), 0 to 55 feet RT (vacant Land, PESA Site 1641V2-20, 501-505 N. Illinois Street). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene and Lead.

ISGS Site 1641V2-22, D&D Motors

• Station 169+50 to Station 170+25 (IL 159, N. Illinois Street), 0 to 35 feet RT (D&D Motors, PESA Site 1641V2-22, 423 N. Illinois Street). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

ISGS Site 1641V2-23, Cash Payday Loans

• Station 168+75 to Station 169+70 (IL 159, N. Illinois Street), 55 to 95 feet LT (Cash Payday Loans, PESA Site 1641V2-23, 422 N. Illinois Street). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

• Station 169+65 to Station 170+25 (IL 159, N. Illinois Street), 0 to 50 feet LT (Cash Payday Loans, PESA Site 1641V2-23, 422 N. Illinois Street). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Lead.

ISGS Site 1641V2-28, Well of Living Water Ministries

• Station 171+40 to Station 172+00 (IL 159, N. Illinois Street), 0 to 35 feet RT (Well of Living Water Ministries, PESA Site 1641V2-28, 405 N. Illinois Street). This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene.

ISGS Site 1641V2-29, Mixed Use Building

• Station 172+00 to Station 172+55 (IL 159, N. Illinois Street), 0 to 50 feet RT (Mixed Use Building, PESA Site 1641V2-29, 401 N. Illinois Street). This material meets the criteria of Article 669.09(a)(4) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene.

ISGS Site 1641V2-42, Salvation Army

• Station 177+50 to Station 178+30 (IL 159, N. Illinois Street), 0 to 35 feet LT (Salvation Army, PESA Site 1641V2-42, 218 N. Illinois Street). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

ISGS Site 1641V2-46, Metro Shooting Range

• Station 178+30 to Station 179+00 (IL 159, N. Illinois Street), 0 to 35 feet RT (Metro Shooting Range, PESA Site 1641V2-46, 209 N. Illinois Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead, and Manganese.

ISGS Site 1641V2-48, Commercial Building

• Station 179+50 to Station 180+50 (IL 159, N. Illinois Street), 0 to 50 feet RT (Commercial Building, PESA Site 1641V2-48, 201 N. Illinois Street). This material meets the criteria of

Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

ISGS Site 1641V2-50, Renner Funeral Home

- Station 180+50 to Station 183+00 (IL 159, N. Illinois Street), 0 to 40 feet LT (Renner Funeral Home, PESA Site 1641V2-50, 120 N. Illinois Street). This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 183+00 to Station 183+75 (IL 159, N. Illinois Street), 0 to 40 feet LT (Renner Funeral Home, PESA Site 1641V2-50, 120 N. Illinois Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

ISGS Site 1641V2-52, Egyptian Stationers

- Station 181+80 to Station 183+00 (IL 159, N. Illinois Street), 0 to 35 feet RT (Egyptian Stationers, PESA Site 1641V2-52, 113-115 N. Illinois Street). This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

ISGS Site 1641V2-54, Parking Lot

- Station 183+00 to Station 183+75 (IL 159, N. Illinois Street), 0 to 35 feet RT (Parking Lot, PESA Site 1641V2-54, 101 N. Illinois Street). This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: Manganese.

Any waste generated as a special waste or a waste not certified as a non-special waste from this project should be manifested off-site using the generator number associated with St. Clair County. **The generator number for St. Clair County is 1638995004.**

REMOVE AND RE-ERECT EXISTING SIGN

This work shall consist of furnishing all labor, materials and equipment necessary to complete Remove and Re-Erect Existing Sign, and shall conform to section 724 of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall remove the existing signs and posts as shown and detailed in the contract plans, store in a safe and secure off site area, and re-erect after related construction activities are complete. All damaged sign panels will be replaced at the expense of the Contractor.

This work shall be paid for at the contract unit price per each for REMOVE AND RE-ERECT EXISTING SIGN.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

This item consists of removing an existing traffic signal installation. This work shall conform to Section 895 of the Standard Specifications. The existing traffic signal installation shall remain in operation until the new traffic signal installation is ready for operation. Upon approval of the Engineer, the Contractor shall remove the following traffic signal equipment:

F Street – 2 Each Mast Arm Assembly and Pole; 5 Each Traffic Signal Post; 9
Each Signal Head Assembly; 1 Each Controller and Cabinet.

Lebanon Avenue – 2 Each Mast Arm Assembly and Pole; 3 Each Traffic Signal
Post; 8 Each Signal Head Assembly; 1 Each Controller and Cabinet.

C Street – 2 Each Traffic Signal Post; 2 Each Signal Head Assembly

The removed equipment shall remain the property of the State of Illinois. Upon removal of the existing traffic signal equipment specified above, the Contractor shall deliver such equipment to the Illinois Department of Transportation, Traffic and Maintenance Yard, 9601 St. Clair Avenue, Fairview Heights, Illinois. Such delivery shall be made under other provisions of this contract.

In the process of removing the above equipment, the contractor shall also remove the following traffic signal equipment:

F Street – 4 Each Emergency Vehicle Detector.

Lebanon Avenue – 3 Each Emergency Vehicle Detector.

The removed equipment shall remain the property of the City of Belleville. Upon removal of the existing traffic signal equipment specified above, the Contractor shall deliver such equipment to the City of Belleville Street Department, 801 Royal Heights Road, Belleville, Illinois. Such delivery shall be made under other provisions of this contract.

This work will be paid for at the contract unit price per each for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT, which price shall be payment in full for removing all of the above-listed equipment at an intersection and delivering the equipment as specified above.

RETAINING WALL REMOVAL

This work shall consist of furnishing all labor, materials and equipment necessary to complete Retaining Wall Removal, and shall conform to section 501 of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall remove existing block, concrete and rock retaining walls at the locations shown in the contract plans and disposed of at an offsite location.

This work shall be paid for at the contract unit price per foot for RETAINING WALL REMOVAL.

SAFETY AND HEALTH

The CONTRACTOR shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207. Safety and training sessions for workmen shall be conducted by the CONTRACTOR and chemical suppliers before work is begun. CONTRACTOR to notify OWNER one (1) week in advance of meeting. Representatives of the Owner's, Fire Chief's and Wastewater Department's are to attend.

SAFETY AND PROTECTION

- A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All employees on the work and other persons and organizations who may be affected thereby;
 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property on the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

CONTRACTOR shall be responsible for parking notices as required to prosecute work.

All damage, injury, or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, or Subcontractor, or Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and OWNER has issued a notice to CONTRACTOR that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.
- C. In EMERGENCIES affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes any significant changes in the work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

SEQUENCE OF TRAFFIC SIGNAL CONSTRUCTION

The Contractor shall plan and program the various items of work in this contract so that disruptions to the movement of traffic through the existing signalized intersections are kept to a minimum.

While work is in progress on traffic signal modifications, at least two (2) far side signal indications for thru movements, and the primary indication for left-turn movements are to be in service when the signals are in operation.

With the approval of the Engineer the traffic signals may be placed in the flash mode when the Contractor is closing a thru-lane or left-turn lane to traffic.

In order to insure the safe and orderly flow of traffic, it is the intent of this contract to keep the

traffic signals in operation as much as possible. The work is expected to be accomplished utilizing limited shutdown periods, weekdays from 9:00 a.m. to 3:00 p.m., with the signals back in operation at night. The signals shall be kept in operation on weekends and holidays.

Prior to any shutdown of the signals, the Contractor shall erect all-way stop signs. The Contractor shall be responsible for obtaining, erecting, maintaining and the removal of the stop signs.

Any additional costs incurred by the Contractor to meet the requirements of this provision shall be considered incidental to the contract and no additional compensation will be allowed.

SHREDDED BARK MULCH 4"

This work shall consist of furnishing all labor, materials and equipment necessary to complete Shredded Bark Mulch 4", and shall conform to section 251 of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall apply Shredded Bark Mulch at a thickness of 4" loose at the locations shown in the contract plans. All shredded bark mulch shall be inspected and approved by the Engineer prior to placement.

This work shall be paid for at the contract unit price per square yard for SHREDDED BARK MULCH 4".

SIGN REMOVAL

This work shall consist of furnishing all labor, materials and equipment necessary to complete Sign Removal, and shall conform to section 724 of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall remove the existing signs and posts as specified in the contract plans. All removed signs and posts shall become the property of the Contractor.

This work shall be paid for at the contract unit price per each for SIGN REMOVAL.

STATUS OF UTILITIES AND WORK TO BE PERFORMED BY OTHERS

The CONTRACTOR's attention is called to the utility facilities within the right-of-way and limits of construction. Unless otherwise provided, the removal or adjustment of the various facilities will be performed by others.

The CONTRACTOR shall coordinate work schedules as needed for the removal of overhead

utilities and the subsequent placement of those utilities underground.

The Contract Drawings may not show the location of all utility facilities or the manner in which the adjustment will be made. In the event the CONTRACTOR desires more detailed information on the location of facilities and the working schedules for adjusting the same, it is suggested that it be obtained from the attached status of utilities to be adjusted or the utility company involved. As far as it can be determined, the following is a list of the utility companies which may have facilities requiring adjustment and the status of those adjustments:

<u>NAME AND ADDRESS</u>	<u>TYPE OF UTILITY</u>	<u>LOCATION</u>	<u>RELOCATION COMPLETED</u>
Ameren IP 1050 West Boulevard Belleville, IL 62221 (800) 755-5000	Electric	"F" St, "C" St., Kretschmer Ave.	Relocation has not started
Ameren IP 1050 West Boulevard Belleville, IL 62221 (800) 755-5000	Gas	"F" St, "C" St., Kretschmer Ave.	Relocation has not started
AT & T 203 Goeth Street Collinsville, IL 62234 (618) 346-6490	Telephone	IL 159 and Lebanon Ave.	Relocation has not started
Charter Communications 210 Division Street Maryville, IL 62026 (888) 438-2427	Cable TV	"F" St., "C" St., High St.	Relocation has not started
City of Belleville 450 Environment Drive Belleville, IL 62220 (618) 233-8610	Combined Storm & Sanitary Sewers	Throughout the Project	Relocation has not started
City of Belleville 450 Environment Drive Belleville, IL 62220 (618) 233-8610	Storm Sewer	Throughout the Project	Relocation has not started

Illinois American Water 100 North Waterworks Dr. Belleville, IL 62223 (618) 239-3243	Water	Throughout the Project	Relocation has not started
Windstream/Paetec 102 Shafer Street Forsyth, IL 62535 (217) 876-7194	Fiber Optic	IL 159	Relocation has not started

The above represents the best information and is only included for the convenience of the bidder. The applicable provisions of Articles 102, 105.07, 107.19, and 107.31 of the *Standard Specifications for Road and Bridge Construction* shall apply.

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

STEEL MAST ARM ASSEMBLY AND POLE, (OF THE LENGTH SPECIFIED)

This work shall be done in accordance with Section 877 of the Standard Specifications.

The mast arm and pole shall be black, "12 flat flute" circular shaped with a ball pole cap. The pole base shall conform to the decorative design shown on the plans. Loading, allowable stress criteria, plates, gussets, welds, threaded fasteners and connecting bolts shall conform to current AASHTO "Standard Specifications for Structural Supports for Signs, Luminaires and Traffic Signals". The color coat shall have a galvanized base coat of ASTM designation A123 and a finish coat of TGIC or urethane polyester powder.

This item of work shall be paid for at the unit price per each for STEEL MAST ARM ASSEMBLY AND POLE, (OF THE LENGTH SPECIFIED) which price shall include all labor, equipment and materials required to construct the mast arm assembly and pole as described herein and no additional compensation will be allowed.

STEEL MAST ARM ASSEMBLY AND POLE, WITH DUAL MAST ARMS (OF THE LENGTH SPECIFIED)

This work shall be done in accordance with Sections 877 and 1077 of the Standard Specifications.

The mast arm and pole shall be black, "12 flat flute" circular shaped with a ball pole cap. The pole base shall conform to the decorative design shown on the plans. Loading, allowable stress

criteria, plates, gussets, welds, threaded fasteners and connecting bolts shall conform to current AASHTO "Standard Specifications for Structural Supports for Signs, Luminaires and Traffic Signals". The color coat shall have a galvanized base coat of ASTM designation A123 and a finish coat of TGIC or urethane polyester powder.

This item will be paid for at the unit price per each for STEEL MAST ARM ASSEMBLY AND POLE, WITH DUAL ARMS (OF THE LENGTH SPECIFIED), SPECIAL which price shall include all labor, equipment and materials required to construct the mast arm assembly and pole as described herein and no additional compensation will be allowed.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

Temporary traffic signal installation shall be in accordance with Section 890 of the Standard Specifications, Standard 880001, and the Special Provision, **SEQUENCE OF TRAFFIC SIGNAL CONSTRUCTION**, with the following exceptions/additions:

- [1] The Contractor shall design and submit for the District's approval, a detailed plan showing the proposed locations of temporary poles, phasing, and signal heads for each phase of staged construction. A sufficient length of conductors shall be attached to the span wire to allow for movement of the signal heads during staging construction. Such movement of the traffic signal heads shall be incidental to this pay item.
- [2] Any existing underground cables maintained by the Department, which are in possible conflict with construction, shall be located and paid for separately as LOCATING UNDERGROUND CABLE.
- [3] Existing electrical devices at an intersection shall be maintained in accordance with the Special Provision, **MAINTENANCE OF EXISTING ELECTRICAL DEVICES**.
- [4] The Contractor, with the District's approval, may use the existing controller for the operation of temporary traffic signals. The cost of installing and removing the existing controller shall be included in the contract unit price. The Contractor, under this provision, shall be responsible for maintaining and repairing/replacing any items of the controller that are damaged for the entire duration when they are using it.

The existing traffic signal controller shall remain the property of the State of Illinois. Upon removal of the temporary signals, the controller shall be returned to the proposed location of construction or delivered to the Illinois Department of Transportation as directed.

TRAFFIC CONTROL AND PROTECTION

Traffic Control shall be in accordance with the applicable sections of the *Standard Specifications for Road and Bridge Construction*, the applicable guidelines contained in the *Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways*, *Manual on Uniform Traffic Control Devices for Streets and Highways*, these Special Provisions, any special details and Highway Standards contained herein, and in the Contract Plans and the Standard Specifications for Traffic Control Items.

At the preconstruction meeting, 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. If the actual installation and maintenance are to be accomplished by the subcontractor, consent shall be requested of the ENGINEER at the time of the preconstruction meeting in accordance with Article 108.01 of the *Standard Specifications for Road and Bridge Construction*. This shall not relieve the CONTRACTOR of the foregoing requirement for a responsible individual in his direct employ.

The CONTRACTOR shall furnish, erect, maintain and remove all warning signs, flags, barricades and lights in accordance with Article 107.14 of the *Standard Specifications for Road and Bridge Construction*, the latest edition of the *Manual of Uniform Traffic Control Devices for Highways and Streets* and/or as directed by the ENGINEER.

Any additional cost to the CONTRACTOR, due to furnishing, erecting, maintaining and removing all warning signs, flags, barricades and lights as required by the Special Provisions, Traffic Control Standards, Article 107.14 of the *Standard Specifications for Road and Bridge Construction*, the *Manual of Uniform Traffic Control Devices for Highways and Streets*, or as directed by the ENGINEER will be considered included in the price of the various items of work involved and no additional compensation will be allowed, except as described herein.

Special attention is called to Articles 107.09 and 107.14 of the *Standard Specifications for Road and Bridge Construction*, and the following Highway Standards relating to Traffic Control:

701501 701502 701801 701901

The CONTRACTOR shall follow the suggested staging of construction as described in the contract plans. An alternative staging plan may be proposed by the Contractor and used only if approved by the Engineer. Additionally, the Contractor shall limit all construction activities on IL 159 (N. Illinois) to no more than two (2) consecutive City blocks at one time, and shall receive approval by the Engineer prior to starting construction of each two block section. Portable Changeable Message Boards shall be utilized to inform the public one week prior to the beginning of construction of each project section, and shall be continued and maintained the entire length of the project. The exact locations and messages displayed shall be determined by the Engineer.

The CONTRACTOR shall conduct his operations to insure local access to all properties throughout the project limits in accordance with Article 107.09, except that the cost incurred by the CONTRACTOR for providing and maintaining an acceptable surface of aggregate for temporary roads and approaches for access to driveways, streets or field entrances shall be measured and paid for in accordance with Section 402 of the *Standard Specifications for Road and Bridge Construction*.

The cost of furnishing, placing, and maintaining during construction the signs and barricades shown on the Traffic Control Plan Sheets and those not covered in a pay item in the Special Provisions shall be considered included in the various items of work involved.

The reflective sheeting used on the guardrail shall be in accordance with Section 1091 of the Standard Specifications. There shall be two strips of yellow sheeting, 2 inches tall running the length of the guardrail. The strips shall be placed on the top and bottom of the guardrail. The cost for the reflective sheeting shall be considered incidental to the traffic control.

This work shall be paid for at the contract lump sum price for each individual pay item.

TRAFFIC SIGNAL TURN-ON AND FINAL INSPECTION

The Contractor may request a turn-on and final inspection of completed traffic signal work at each separate location.

For a new traffic signal installation (at a location where traffic signals did not previously exist) the Contractor must advise the Department a minimum of 10 calendar days prior to the proposed turn-on date to allow for an appropriate press release to be issued. The turn-on date of new controllers at locations where traffic signals are being modified or replaced shall be in accordance with the shut down period allowed as specified elsewhere in these provisions.

The Department or responsible local agency will begin paying energy consumption charges on the turn-on date. Facility charges will be paid under the contract up to 30 days prior to the turn-on date. However, the Contractor is responsible for payment of any energy consumption charges prior to turn-on. Facility charges prior to turn-on are to be submitted for payment under Article 109.05 of the Standard Specifications along with the utility company connection charges in accordance with Section 805.

Subsequent to turn-on a final inspection must be requested a minimum of 7 calendar days prior to the proposed inspection date. The Department or responsible local agency will assume maintenance responsibility including knockdowns at the time that all deficiencies noted during the final inspection are corrected to the satisfaction of the Engineer. Acceptance of the controller will not be made until the requirements of Section 802 are met.

TRANSCEIVER

This item shall consist of furnishing and installing a microprocessor-based transceiver. The transceiver shall comply with the requirements of Section 859 and 1073.03 of the Standard Specifications.

The transceiver shall allow for communications with full upload download capabilities with an existing Econolite ASC/2M master controller.

The transceiver shall provide a minimum of four special function outputs.

Indicators shall be provided to indicate when valid data is being received or the unit is transmitting. An indication of the local telemetry address shall be provided.

This item will be paid for at the contract unit price bid per each for TRANSCEIVER, which price shall be payment in full for furnishing, installing and placing into operation the equipment.

VAULT, TYPE 1

This work shall consist of furnishing all labor, materials and equipment necessary to construct Vault, Type 1, and shall conform to applicable sections of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall modify the existing building vaults encountered during construction as specified and detailed in the contract plans. Known existing locations are provided in the contract plans.

This item will be paid for at the contract unit price per each for VAULT, TYPE 1.

VAULT, TYPE 2

This work shall consist of furnishing all labor, materials and equipment necessary to construct Vault, Type 2, and shall conform to applicable sections of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall modify the existing building vaults encountered during construction as specified and detailed in the contract plans. Known existing locations are provided in the contract plans.

This item will be paid for at the contract unit price per each for VAULT, TYPE 2.

WEED BARRIER FABRIC

This work shall consist of furnishing all labor, materials and equipment necessary to install Weed Barrier Fabric, and shall conform to article 253.11, and all other applicable articles in section 253 of the *Standard Specifications for Road and Bridge Construction*.

The CONTRACTOR shall install Weed Barrier Fabric, prior to placement of mulch, at all plant locations as specified and detailed in the contract plans.

This work shall be paid for at the contract unit price per square yard for WEED BARRIER FABRIC.

WOODEN FENCE REMOVAL

This work shall consist of furnishing all labor, materials and equipment necessary to complete Wood Fence removal in accordance with all applicable sections of the *Standard Specifications for Road and Bridge Construction*.

This work shall consist of complete removal of fence, post, post footings, gates, and other fence materials, and satisfactory disposal of all existing fence materials at the locations shown and described in the contract plans.

This work shall be paid for at the contract unit price per foot for the WOODEN FENCE REMOVAL.

FRAMES AND LIDS, SPECIAL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Frames and Lids, Special, and shall conform to section 604 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The Contractor shall construct Frames and Lids, Special at the locations and elevations described in the contract plans. The frames and lids shall be manufactured by East Jordan Iron Works, Neenah Foundry or Deeter Foundry. The lids shall include two (2) concealed pickholes, a gasket and be stamped "Sanitary Sewer".

The Contractor shall verify manhole dimensions to ensure correct frame sizing and shall submit all shop drawings for Frames and Lids, Special to the Engineer for review and approval prior to ordering the material

This work shall be paid for at the contract unit price per each for FRAMES AND LIDS, SPECIAL which price shall be payment in full for removing the existing frames and lids as necessary; and furnishing, installing, and adjusting the Frames and Lids, Special to final grade as required.

COMPLETION DATE

The Contractor shall submit a detailed schedule of work for approval by the City of Belleville according to Article 108.02 of the *Standard Specifications for Road and Bridge Construction*.

This contract is a Completion Date contract as specified in Article 108.05(a) of the *Standard Specifications for Road and Bridge Construction*. All work on this project must be completed on or before December 31, 2016. Should the Contractor fail to complete the work by this date, the Contractor shall be liable for and shall pay the City of Belleville the amount as shown in the schedule of deductions in Article 108.09 of the *Standard Specifications for Road and Bridge Construction* for each calendar day of overrun.

**Required Contract Provisions
All Contracts
Monthly Labor Summary and Activity Reporting System**

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer, reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

(1)

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

1. Gender: M - Male F - Female
2. Ethnic Group: 1 - White 2 - Black 3 - Hispanic
4 - American Indian/Alaskan Native 5 - Asian/Pacific Islander
3. Work Classification: OF - Official SU - Supervisor FO - Foremen
CL - Clerical CA - Carpenter EO - Operator ME - Mechanic
TD - Truck Driver IW - Ironworker PA - Painter OT - Other
EL - Electrician PP - Pipefitter TE - Technical LA - Laborer
CM - Cement Mason
4. Employee Status: J - Journeyman O - Owner-Operator C - Company
A - Apprentice T - Trainee

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	N	4
2	Contractor Reference Number	N	6
3	Contract Number	N	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	N	11
6	Name	A	40
7	Gender	A	1
8	Ethnic Group	N	1
9	Work Classification	A	2
10	Employee Status	A	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt
i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

- A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

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

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

monitor/molassp2



Storm Water Pollution Prevention Plan

Route FAU Route 600
Section 05-00206-00-WR
County St. Clair

Marked Rte. Illinois Route 159
Project No. HPP-0162 [008]
Contract No. 97442

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

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

Tim Gregowicz, P.E.
Print Name
City Engineer
Title
City of Belleville
Agency

[Handwritten Signature]
3/9/2015
Signature
Date

I. Site Description:

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

The project will include milling, resurfacing and some widening on IL 159 along with milling and resurfacing on Lebanon Avenue and the reconstruction of "F" Street in Belleville, Illinois. On IL 159, the project begins at the south end of the Richland Creek Bridge, proceeds south 2,504.93 feet and terminates at the edge of "A" Street, a total distance of approximately 0.474 miles. On "F" Street, the project begins at North 1st Street and proceeds east 757.63 feet along a new alignment and terminates at Lebanon Avenue, a total distance of approximately 0.144 miles. On Lebanon Avenue, the project begins approximately 300 feet northeast of the intersection of Lebanon Avenue and "F" Street and proceeds southwest 857.46 feet along the existing alignment and terminates at IL 159, a total distance of approximately 0.162 miles. The approximate center of the project is located at latitude 38.518 degrees north and longitude 89.984 degrees west.

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

This project consists of asphalt pavement milling, concrete curb and gutter removal, sidewalk removal, earth excavation, furnished excavation, aggregate base course, PCC base course, concrete curb and gutter, storm sewers, PCC sidewalk, HMA binder and surface courses for the widening of Illinois Route 159 and reconstruction of "F" Street in Belleville, Illinois.

C. Provide the estimated duration of this project:

Construction is anticipated to be completed within 17 months.

D. The total area of the construction site is estimated to be 7.5 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 7.5 acres.

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

0.85

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

There are four soil types in the project area. They are: Menfro-Urban land complex, a moderately well drained soil with a high susceptibility to erosion with slopes that are between 15 and 25 percent, Winfield-Urban land complex, a somewhat poorly drained soil with a high susceptibility to erosion and slopes between 2 and 8 percent, Wakeland silt loam, a poorly drained soil with a high susceptibility to erosion and slopes between 0 and 2 percent and lastly Urban land.

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

N/A

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

The areas northeast of the intersection of IL 159 and "F" street with 3:1 slopes.

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

Soil disturbing activities will be used in all areas of the project for pavement removal, creating the subgrade, constructing pavement, curb and gutter and installing storm sewers. The slopes along the majority of the project are relatively shallow, but do reach 4:1 and 3:1 in some areas.

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

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

The City of Belleville

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

1. St. Clair County
2. City of Belleville

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

The drainage will be captured in the existing storm sewer and combined sewer system. The two existing inlets at the north end of the project will discharge into Richland Creek.

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

N/A

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

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

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

N/A

- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
N/A
- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
N/A
- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
N/A
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
N/A

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

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

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

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

II. Controls:

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

- A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:
 1. Minimize the amount of soil exposed during construction activity;
 2. Minimize the disturbance of steep slopes;
 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

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

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

The following stabilization practices will be used for this project:

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

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

Temporary seeding will be utilized to stabilize disturbed areas during construction.

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

Permanent seeding will be utilized upon completion of construction activities.

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

The following structural practices will be used for this project:

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

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

Storm drain inlet protection will be utilized all inlet locations in the project area. The inlet protection will be utilized

to capture silt and phosphorus in stormwater drainage. Perimeter erosion barrier will be placed to contain eroded sediment on site.

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

There will be no structural practices utilized after construction activities have been completed.

D. Treatment Chemicals

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

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

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

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

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

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

Description of permanent storm water management controls:

There will be no storm water management controls utilized for this project.

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

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

N/A

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

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
 - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
 - Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
 - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
 - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
 - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
 - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
 - Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
 - Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
 - Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
 - Additional measures indicated in the plan.

III. Maintenance:

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

N/A

IV. Inspections:

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

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

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

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

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

Additional Inspections Required:

N/A

V. Failure to Comply:

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



Contractor Certification Statement

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

Route	<u>FAU Route 600</u>	Marked Rte.	<u>Illinois Route 159</u>
Section	<u>05-00206-00-WR</u>	Project No.	<u>HPP-0162 [008]</u>
County	<u>St. Clair</u>	Contract No.	<u>97442</u>

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

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

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

- Contractor
- Sub-Contractor

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

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

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

City of Belleville

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 & Streets

SPECIAL PROVISION
FOR
FILLING HMA CORE HOLES WITH NON-SHRINK GROUT

Effective: January 1, 2008

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

Add the following after the first paragraph of Article 406.07(c) of the Standard Specifications:

“Upon completion of coring for density testing, all free water shall be removed from the core holes prior to filling. All core holes shall be filled with a non-shrink grout from the Department’s approved list, which shall be mixed in a separate container prior to placement in the hole. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement.”

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: August 1, 2013

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes

No

Signature: _____ **Date:** _____

80173

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

Effective: April 1, 2014

| Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant1050.04”

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

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

Add the following to Section 1050 of the Standard Specifications:

| **1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T₁ or T₂), according to ASTM C 920.”

80334

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

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 (DBE)

Effective: September 1, 2000

Revised: January 2, 2015

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

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 20.00% 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.

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; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work 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. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in

order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

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

required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of

Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 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. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

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

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

80358

FRICION AGGREGATE (BDE)

Effective: January 1, 2011
 Revised: November 1, 2014

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- “(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

Revise Article 1004.03(a) of the Standard Specifications to read:

“**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed		
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete		
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
		<u>Other Combinations Allowed:</u>		
		<table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>	<i>Up to...</i>	<i>With...</i>
<i>Up to...</i>	<i>With...</i>			
25% Limestone	Dolomite			

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete ^{3/} No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	

Use	Mixture	Aggregates Allowed	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”

80265

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009

Revised: July 1, 2009

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

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$| CA = (FPI_P - FPI_L) \times FUF \times Q$$

- Where: CA = Cost Adjustment, \$
FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)
FUF = Fuel Usage Factor in the pay item(s) being adjusted
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Progress Payments. Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
FUEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

- | | | |
|--|-----|--------------------------|
| Category A Earthwork. | Yes | <input type="checkbox"/> |
| Category B Subbases and Aggregate Base Courses | Yes | <input type="checkbox"/> |
| Category C HMA Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category D PCC Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category E Structures | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

80229

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

Effective: January 1, 2010

Revised: April 1, 2012

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

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

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

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

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

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

“Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%”

80246

HOT-MIX ASPHALT – MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS (BDE)

Effective: November 1, 2013

Revised: November 1, 2014

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

“Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures.”

Revise the table in Article 406.06(d) of the Standard Specifications to read:

“MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
IL-9.5, IL-9.5L	1 1/4 (32)
SMA-12.5	1 1/2 (38)
IL-19.0, IL-19.0L	2 1/4 (57)”

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

“Test strip mixture will be evaluated at the contract unit price according to the following.”

Revise Article 406.14(a) of the Standard Specifications to read:

“(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price.”

Revise Article 406.14(b) of the Standard Specifications to read:

“(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the Contractor's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Revise Article 406.14(c) of the Standard Specifications to read:

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF.”

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

“Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement.”

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

“When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses.”

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

“The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density.”

Revise Article 1003.03(c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an $N_{design} = 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, $N_{design} = 90$ the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, $N_{design} = 50$ or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

Remove footnote 3/ from the tables and at the end of the tables in Article 1004.01(c) of the Standard Specifications.

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0 IL-9.5	CA 11 ^{1/} CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L Stabilized Subbase or Shoulders	CA 11 ^{1/} CA 16

1/ CA 16 or CA 13 may be blended with the gradations listed."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder; IL-9.5 surface
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}								
Sieve Size	IL-19.0 mm		SMA 12.5 ^{4/}		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)								
1 in. (25 mm)		100						
3/4 in. (19 mm)	90	100		100				
1/2 in. (12.5 mm)	75	89	90	99		100		100
3/8 in. (9.5 mm)			50	85	90	100		100
#4 (4.75 mm)	40	60	20	40	32	69	90	100
#8 (2.36 mm)	26	42	16	24 ^{5/}	32	52 ^{2/}	70	90
#16 (1.18 mm)	15	30			10	32	50	65
#50 (300 μm)	6	15			4	15	15	30
#100 (150 μm)	4	9			3	10	10	18
#200 (75 μm)	3	6	8.0	11.0 ^{3/}	4	6	7	9
Ratio Dust/Asphalt Binder		1.0				1.0		1.0 ^{3/}

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent.”

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise the table in Article 1030.04(b)(1) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS High ESAL				
	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
Ndesign	IL-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70				
90				

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 76-83 percent”

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture Composition	Design Compactive Effort	Design Air Voids Target %	VMA (Voids in the Mineral Aggregate), % min.	VFA (Voids Filled with Asphalt Binder), %
IL-9.5L	N _{DES} =30	4.0	15.0	65-78
IL-19.0L	N _{DES} =30	4.0	13.5	N/A”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

“(3) SMA Mixtures.

ESALs (million)	Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 – 80
> 10	80	4.0	17.0	75 – 80”

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture	Low ESAL Mixture	
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	1 washed ignition oven test on the mix per half day of production	Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 1.	1 per half day of production		Illinois-Modified AASHTO T 308
VMA Note 2.	Day's production ≥ 1200 tons: 1 per half day of production	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO R 35

"Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture	Low ESAL Mixture	
Air Voids	Day's production ≥ 1200 tons:		Illinois-Modified AASHTO T 312
Bulk Specific Gravity of Gyratory Sample	1 per half day of production		
Note 4.	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:		Illinois-Modified AASHTO T 209
	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

"Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

CONTROL LIMITS						
Parameter	High ESAL Low ESAL		SMA		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0 - 97.4 % ^{1/}
IL-9.5	Ndesign = 90	92.0 - 96.0 %
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4 %
IL-19.0	Ndesign = 90	93.0 - 96.0 %
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} - 97.4 %
SMA	Ndesign = 50 & 80	93.5 - 97.4 %

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

“CONTROL CHART REQUIREMENTS	High ESAL, Low ESAL, SMA & IL-4.75
Gradation ^{1/3/}	% Passing Sieves: 1/2 in. (12.5 mm) ^{2/} No. 4 (4.75 mm) No. 8 (2.36 mm) No. 30 (600 µm)
Total Dust Content ^{1/}	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture
	Voids
	Density
	VMA

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve.”

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (BDE)

Effective: November 1, 2013

Revised: November 1, 2014

Description. This special provision provides the requirements for Hamburg Wheel and tensile strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production. This special provision also provides the plant requirements for hydrated lime addition systems used in the production of High ESAL, IL-4.75, and SMA mixes.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324	Hamburg Wheel Test
AASHTO T 283	Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (Illinois Modified AASHTO T 324) and the Tensile Strength Test (Illinois Modified AASHTO T 283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make necessary changes to the mix and provide passing Hamburg Wheel and tensile strength test results from a private lab. The Department will verify the passing results.

All new and renewal mix designs shall meet the following requirements for verification testing.

(1) Hamburg Wheel Test Criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

PG Grade	Number of Passes
PG 58-xx (or lower)	5,000
PG 64-xx	7,500
PG 70-xx	15,000
PG 76-xx (or higher)	20,000

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 μ m)	*
No. 200 (75 μ m)	*
Asphalt Binder Content	± 0.3 %

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer."

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

"(b) Low ESAL Mixtures."

System for Hydrated Lime Addition. Revise the fourth sentence of the third paragraph of Article 1030.04(c) of the Standard Specifications to read:

"The method of application shall be according to Article 1102.01(a)(10)."

Replace the first three sentences of the second paragraph of Article 1102.01(a)(10) of the Standard Specifications to read:

"When hydrated lime is used as the anti-strip additive, a separate bin or tank and feeder system shall be provided to store and accurately proportion the lime onto the aggregate either as a slurry, as dry lime applied to damp aggregates, or as dry lime injected onto the hot aggregates prior to adding the liquid asphalt cement. If the hydrated lime is added either as a slurry or as dry lime on damp aggregates, the lime and aggregates shall be mixed by a power driven pugmill to provide a uniform coating of the lime prior to entering the dryer. If dry hydrated lime is added to the hot dry aggregates in a dryer-drum plant, the lime shall be added in such a manner that the lime will not become entrained into the air stream of the dryer-drum and that thorough dry mixing shall occur prior to the injection point of the liquid asphalt. When a batch plant is used, the hydrated lime shall be added to the mixture in the weigh hopper or as approved by the Engineer."

Basis of Payment. Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

"For mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

If an anti-stripping additive is required for any other HMA mix, the cost of the additive will be paid for according to Article 109.04. The cost incurred in introducing the additive into the

HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive.”

80323

HOT MIX ASPHALT – PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper 1101.19
- “(j) Spray Paver 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft \pm 0.01 (1.21 kg/sq m \pm 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

"406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

“407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise Article 407.06(b) of the Standard Specifications to read:

“(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b).”

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

“408.04 Method of Measurement. Bituminous priming material will be measured for payment according to Article 406.13.”

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

“408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.”

Revise Article 1032.02 of the Standard Specifications to read:

“1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer’s bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer.”

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"1101.19 Vacuum Sweeper. The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed.”

80348

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revised: April 1, 2015

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

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

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

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

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

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

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

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

Nominal Diameter in.	Type 1											Type 2					
	Fill Height: 3' and less With 1' minimum cover											Fill Height: Greater than 3' not exceeding 10'					
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	
10	NA	3	X	X	X	X	X	NA	1	*X	X	X	X	X	NA		
12	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X		
15	IV	NA	NA	X	X	NA	X	II	1	*X	X	X	NA	X	X		
18	IV	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X		
21	III	NA	NA	X	X	NA	NA	II	2	X	X	X	NA	NA	NA		
24	III	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X		
27	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA		
30	IV	NA	NA	X	X	X	X	II	3	X	X	X	X	X	X		
33	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA		
36	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	X	X		
42	II	NA	X	X	X	X	X	II	NA	X	X	NA	X	NA	NA		
48	II	NA	X	X	NA	X	X	II	NA	X	X	NA	X	NA	NA		
54	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
60	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	X		
66	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
72	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
78	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
84	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
90	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA		
96	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA		
102	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA		
108	II	NA	NA	NA	NA	NA	NA	III	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	NA	X	II	1	*X	X	X	NA	X	X
450	IV	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X
525	III	NA	NA	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA
600	III	NA	NA	X	X	X	X	II	2	X	X	X	X	X	X
675	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
750	IV	NA	NA	X	X	X	X	II	3	X	X	X	X	X	X
825	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
900	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	X	X
1050	II	NA	X	X	X	X	X	II	NA	X	X	NA	NA	NA	NA
1200	II	NA	X	X	X	X	X	II	NA	X	X	NA	NA	NA	NA
1350	II	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	X
1650	II	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe														
CSP	Concrete Sewer, Storm drain, and Culvert Pipe														
PVC	Polyvinyl Chloride Pipe														
CPVC	Corrugated Polyvinyl Chloride Pipe														
ESCP	Extra Strength Clay Pipe														
PE	Polyethylene Pipe with a Smooth Interior														
CPE	Corrugated Polyethylene Pipe with a Smooth Interior														
CPP	Corrugated Polypropylene pipe with a Smooth Interior														
X	This material may be used for the given pipe diameter and fill height.														
NA	This material is Not Acceptable for the given pipe diameter and fill height.														
*	May also use Standard Strength Clay Pipe														

STORM SEWERS															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 4														
	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	NA	3	X	X	X	X	NA
12	III	2	X	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
15	III	3	X	X	X	NA	NA	X	IV	NA	NA	X	X	NA	X
18	III	NA	X	X	X	X	NA	X	IV	NA	NA	X	X	NA	NA
21	III	NA	NA	X	X	NA	NA	NA	IV	NA	NA	X	X	NA	NA
24	III	NA	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	X	NA
27	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
30	III	NA	NA	NA	X	X	NA	X	IV	NA	NA	X	X	X	NA
33	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	X	X	NA	NA	IV	NA	NA	X	X	X	NA
42	III	NA	NA	NA	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
48	III	NA	NA	NA	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
54	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	1680	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 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	X	NA	NA	X	X	X	X	NA
375	III	3	X	X	X	NA	NA	X	NA	NA	X	X	X	NA	X
450	III	NA	X	X	X	X	NA	X	NA	NA	X	X	X	X	NA
525	III	NA	NA	NA	X	NA	NA	NA	NA	NA	X	X	X	NA	NA
600	III	NA	NA	NA	X	X	NA	NA	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	NA	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	IV	NA	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
2550	III	NA	NA	NA	NA	NA	NA	IV	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.
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 metric D-load to produce a 25.4 micro-meter crack.

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

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

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

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

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

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

PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

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

"SYMBOLS

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

80352

PRECAST CONCRETE HANDHOLE (BDE)

Effective: August 1, 2014

Revise the third paragraph of Article 814.03 of the Standard Specifications to read:

“Handholes shall be constructed as shown on the plans and shall be cast-in-place, composite concrete, or precast units. Heavy duty handholes shall be either cast-in-place or precast units.”

Add the following to Article 814.03 of the Standard Specifications:

“(c) Precast Concrete. Precast concrete handholes shall be fabricated according to Article 1042.17. Where a handhole is contiguous to a sidewalk, preformed joint filler of 1/2 inch (13 mm) thickness shall be placed between the handhole and the sidewalk.”

Add the following to Section 1042 of the Standard Specifications:

“**1042.17 Precast Concrete Handholes.** Precast concrete handholes shall be according to Articles 1042.03(a)(c)(d)(e).”

80343

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

80328

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

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

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

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

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

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

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

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

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

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

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

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

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

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

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		$\pm 5 \%$
1/2 in. (12.5 mm)	$\pm 8 \%$	$\pm 15 \%$
No. 4 (4.75 mm)	$\pm 6 \%$	$\pm 13 \%$
No. 8 (2.36 mm)	$\pm 5 \%$	
No. 16 (1.18 mm)		$\pm 15 \%$
No. 30 (600 μm)	$\pm 5 \%$	
No. 200 (75 μm)	$\pm 2.0 \%$	$\pm 4.0 \%$
Asphalt Binder	$\pm 0.4 \%$ ^{1/}	$\pm 0.5 \%$
G_{mm}	± 0.03	

1/ The tolerance for FRAP shall be $\pm 0.3 \%$.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

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

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

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

1031.05 Quality Designation of Aggregate in RAP/FRAP.

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

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

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

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

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

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/, 2/}	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified ^{3/, 4/}
30	50	40	10

50	40	35	10
70	40	30	10
90	40	30	10
105	40	30	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

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

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

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

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

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

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

(1) Dryer Drum Plants.

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

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.

- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

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

80306

RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

“When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables.”

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

Type AA Sheeting
Minimum Coefficient of Retroreflection
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (45 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	Yellow	FO
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

Type AP Sheeting
 Minimum Coefficient of Retroreflection
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

Type AZ Sheeting
 Minimum Coefficient of Retroreflection
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

Type ZZ Sheeting
 Minimum Coefficient of Retroreflection
 Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

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. (± 6 mm) of the specified cover.

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

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

80327

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

| Revised: April 1, 2015

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

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

80354

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

Effective: April 2, 2004

Revised: April 1, 2009

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

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

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

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

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

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

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

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

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

Signature: _____ **Date:** _____

80127

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

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2014

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

“1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

80302

SEGMENTAL CONCRETE BLOCK WALL

Effective: January 7, 1999

Revised: October 30, 2012

Description. This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall to the limits shown on the plans.

General. The wall shall consist of a leveling pad, precast concrete blocks (either dry-cast or wet cast), select fill and, if required by the design, soil reinforcement. The wall shall be designed and constructed according to the lines, grades, and dimensions shown on the contract plans and approved shop plans.

Submittals. The wall supplier shall submit design computations and shop plans to the Engineer according to Article 1042.03(b) of the Standard Specifications. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer. The shop plans shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities, and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

(a) Plan, elevation, and cross section sheet(s) for each wall showing the following:

- (1) A plan view of the wall indicating the offsets from the construction centerline to the first course of blocks at all changes in horizontal alignment. These shall be calculated using the offsets to the front face of the block shown on the contract plans and the suppliers proposed wall batter. The plan view shall indicate bottom (and top course of block when battered), the excavation and select fill limits as well as any soil reinforcing required by the design. The centerline of any drainage structure or pipe behind or passing through/under the wall shall also be shown.
- (2) An elevation view of the wall, indicating the elevation and all steps in the top course of blocks along the length of the wall. The top of these blocks shall be at or above the theoretical top of block line shown on the contract plans. This view shall also show the steps and proposed top of leveling pad elevations as well as the finished grade line at the wall face specified on the contract plans. These leveling pad elevations shall be located at or below the theoretical top of leveling line shown on the contract plans. The location, size, and length of any soil reinforcing connected to the blocks shall be indicated.
- (3) Typical cross section(s) showing the limits of the select fill, soil reinforcement if used in the design. The right-of-way limits shall be indicated as well as the proposed excavation, cut slopes, and the elevation relationship between existing ground conditions and proposed grades.
- (4) All general notes required for constructing the wall.

- (b) All details for the leveling pads, including the steps, shall be shown. The theoretical top of the leveling pad shall either be below the anticipated frost depth or 1.5 ft. (450 mm) below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 6 in. (152 mm)
- (c) Cap blocks shall be used to cover the top of the standard block units. The top course of blocks and cap blocks shall be stepped to satisfy the top of block line shown on the contract plans.
- (d) All details of the block and/or soil reinforcement placement around all appurtenances located behind, on top of, or passing through the wall shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular design arrangement shall also be submitted.
- (e) All details of the blocks, including color and texture shall be shown. The exterior face shall preferably be straight, textured with a "split rock face" pattern, and dark gray in color unless otherwise stated on the plans.
- (f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.
- (g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins. The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans.

Materials. The materials shall meet the following requirements:

- (a) Dry-Cast Concrete Block: Dry-cast concrete block proposed for use shall be pre-cast and produced according Article 1042.02 and the requirements of ASTM C1372 except as follows:
 1. Fly ash shall be according to Articles 1010.01 and 1010.02(b).
 2. Ground granulated blast-furnace slag shall be according to Articles 1010.01 and 1010.05.
 3. Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation.
 4. Water shall be according to Section 1002.
 5. Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.

- (b) Wet-cast Concrete Block: Wet-cast concrete block proposed for use shall be pre-cast and produced according to Section 1020 and Article 1042.02. The concrete shall be Class PC with a minimum compressive strength of at least 3000 psi (31 MPa) at 28 days.
- (c) Select fill: The select fill, defined as the material placed in the reinforced volume behind the wall, shall be according to Sections 1003 and 1004 of the Standard Specifications and the following:
- (1) Select Fill Gradation. Either a coarse aggregate or a fine aggregate may be used. For coarse aggregate, gradations CA 6 thru CA 16 may be used. For fine aggregate, gradations FA 1, FA 2, or FA 20 may be used.
 - (2) Select Fill Quality. The coarse or fine aggregate shall have a maximum sodium sulfate (Na_2SO_4) loss of 15 percent according to Illinois Modified AASHTO T 104.
 - (3) Select Fill Internal Friction Angle. The effective internal friction angle for the coarse or fine aggregate shall be a minimum 34 degrees according to AASHTO T 236 on samples compacted to 95 percent density according to Illinois Modified AASHTO T 99. The AASHTO T 296 test with pore pressure measurement may be used in lieu of AASHTO T 236. If the vendor's design uses a friction angle higher than 34 degrees, as indicated on the approved shop drawings, this higher value shall be taken as the minimum required.
 - (4) Select Fill and Geosynthetic Reinforcing. When geosynthetic reinforcing is used, the select fill pH shall be 4.5 to 9.0 according to Illinois Modified AASHTO T 289.
 - (5) Test Frequency. Prior to start of construction, the Contractor shall provide internal friction angle and pH test results to show the select fill material meets the specification requirements. However, the pH will be required only when geosynthetic reinforcing is used. All test results shall not be older than 12 months. In addition, a sample of select fill material will be obtained for testing and approval by the Department. Thereafter, the minimum frequency of sampling and testing at the jobsite will be one per 40,000 tons (36,300 metric tons) of select fill material. Testing to verify the internal friction angle will only be required when the wall design utilizes a minimum effective internal friction angle greater than 34 degrees, or when crushed coarse aggregate is not used.

When a fine aggregate is selected, the rear of all block joints shall be covered by a non-woven needle punch geotextile filter material according to Article 1080.05 of the Standard Specifications and shall have a minimum permeability according to ASTM D4491 of 0.008 cm/sec. All fabric overlaps shall be 6 in. (150 mm) and non-sewn. As an alternative to the geotextile, a coarse aggregate shall be placed against the back face of the blocks to create a minimum 12 in. (300 mm) wide continuous gradation filter to prevent the select fill material from passing through the block joints.

- (d) Leveling pad: The material shall be either Class SI concrete according to Article 1020.04 or compacted coarse aggregate according to Articles 1004.04, (a) and (b). The compacted coarse aggregate gradation shall be CA 6 or CA 10.

(e) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -20 and 140° F (-29 and 60° C). The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

ASTM D638 Test Method for Tensile Properties of Plastic
ASTM D1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
ASTM D4218 Test Method for Carbon Black Content in Polyethylene Compounds
ASTM D5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
GG1-Standard Test Method for Geogrid Rib Tensile Strength
GG2-Standard Test Method for Geogrid Junction Strength
GG4-Standard Practice for Determination of the Long Term Design Strength of Geogrid
GG5-Standard Practice for Evaluating Geogrid Pullout Behavior

Design Criteria. The design shall be according to AASHTO Specifications and commentaries for Earth Retaining Walls or FHWA Publication No. HI-95-038, SA-96-071 and SA-96-072. The wall supplier shall be responsible for all internal stability aspects of the wall design.

Internal stability design shall insure that adequate factors of safety against overturning and sliding are present at each level of block. If required by design, soil reinforcement shall be utilized and the loading at the block/soil reinforcement connection as well as the failure surface must be indicated. The calculations to determine the allowable load of the soil reinforcement and the factor of safety against pullout shall also be included. The analysis of settlement, bearing capacity, and overall slope stability are the responsibility of the Department.

External loads such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements, or other items shall be accounted for in the internal stability design of the wall.

Construction Requirements. The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include all costs related to this technical assistance in the unit price bid for this item.

The foundation material for the leveling pad and select fill volume shall be graded to the design elevation and compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. The Engineer will perform one density test per 1500 ft (450 m) of the entire length of foundation material through both cut and fill areas. Any foundation soils found to be unsuitable shall be removed and replaced as directed by the Engineer and shall be paid for according to Article 109.04.

The select fill lift placement shall closely follow the erection of each course of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. If soil reinforcement is used, the select fill material shall be leveled and compacted before placing and attaching the soil reinforcement to the blocks. The soil reinforcement shall be pulled taut, staked in place, and select fill placed from the rear face of the blocks outward. The lift thickness shall be the lesser of 10 in. (255 mm) loose measurement or the proposed block height.

The select fill shall be compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The Engineer will perform one density test per 5000 cu yd (3800 cu m) and not less than one test per 2 ft (0.6m) of lift. The top 12 in. (300 mm) of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans.

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 0.5 in. (12 mm) when measured along a 10 ft. (3 m) straight edge.

Method of Measurement. Segmental Concrete Block Wall will be measured by the square foot (square meter) of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for SEGMENTAL CONCRETE BLOCK WALL.

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.