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@illlinois.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 you using the current Proposal Bid Bond form provided in the proposal package. the Proposal Bid Bond. If you are using an electronic bond, include your bid the Proof of Insurance printed from the Surety's Web Site.	The Power of Attorney page should be stapled to
☐ Disadvantaged Business Utilization Plan and/or Good Faith Effort – T Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SB 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 the main page of the current letting on the day of the Letting. The stream will bids does not begin until approximately 10:30 AM.	T Web Site. A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the en Web page for the current letting.	nd of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
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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Proposal Submitted By	
Name	
Address	
City	

Letting September 18, 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



Springfield, Illinois 62764

Contract No. 87633
KANKAKEE County
Section 10-00059-00-LT (Momence)
Route MUN 1630 (Washington Street)
Project TE-00D3(095)
District 3 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> 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

(Printed by authority of the State of Illinois)

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1.

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

District 3 Construction Funds

Proposal of
Taxpayer Identification Number (Mandatory)
For the improvement identified and advertised for bids in the Invitation for Bids as:
Contract No. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street)

This project consists of replacing the existing sidewalks and curb and gutter, installing brick pavers and pavement markings on Washington Street from IL 1/17 to Locust Street in the City of Momence.

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.

- 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>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
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\$	3400,000
\$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\$	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$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	y 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	e to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond will bec	ome void or the proposal	guaranty check will be returned to the
undersigned.		

undersigned.		sine told of the proposal guaranty officer, will be foldined to the
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		
of the proposal guaranties which would be required for each individual		
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.

6.	following combination proportion to the	BIDS. The undersigned bidder further agrees that if awarded the ation, he/she will perform the work in accordance with the requirement bid specified in the schedule below, and that the combination bid bid submitted for the same. If an error is found to exist in the gross in a combination, the combination bid shall be corrected as provide	ents of each individual contract comprisir shall be prorated against each section s sum bid for one or more of the individu
		a combination bid is submitted, the schedule below must be coising the combination.	ompleted in each proposal
		nate bids are submitted for one or more of the sections compri nation bid must be submitted for each alternate.	sing the combination, a
		Schedule of Combination Bids	
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents
7.	schedule of price all extensions ar schedule are app is an error in the will be made only The scheduled q	PRICES. The undersigned bidder submits herewith, in accordant is for the items of work for which bids are sought. The unit prices and summations have been made. The bidder understands that proximate and are provided for the purpose of obtaining a gross surextension of the unit prices, the unit prices will govern. Payment to actual quantities of work performed and accepted or materials unantities of work to be done and materials to be furnished may be the in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid in for the comparison of bids. If there to the contractor awarded the contract is furnished according to the contract.
8.	500/20-43) provid	DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Produces that a person (other than an individual acting as a sole proprietor or conduct affairs in the State of Illinois prior to submitting the bid.	
9.	Department proc and make payme Purchasing Office Neither the CPO	F CONTRACT: The Department of Transportation will, in accurements, execute the contract and shall be the sole entity having ents under the contract. Execution of the contract by the Chief Proper (SPO) is for approval of the procurement process and execution on the SPO shall be responsible for administration of the coayment there under except as otherwise permitted in the Code.	the authority to accept performance ocurement Officer (CPO) or the State of the contract by the Department.
10.	The services of	a subcontractor will be used.	
	Check box Check box	Yes No	
		ubcontractors with subcontracts with an annual value of more than \$ address, general type of work to be performed, and the dollar allocate 0/20-120)	

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 07/31/15 RUN TIME - 220210 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 87633

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NOTE:

. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.

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TOTAL

THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. N

IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. ო

A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN 4

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.

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.

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.

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 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.

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 appro	priate statement:
//	Company has no business operations in Iran to disclose.
//	Company has business operations in Iran as disclosed on the attached document.

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.

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

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

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:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:
□lac	knc	welledge understand and accept these terms and conditions for the above certifications

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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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 <u>per individual per bid</u> 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 <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
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

 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 IND	FOR INDIVIDUAL (type or print information)									
NAME:										
AD	DRESS									
Тур	e of ownership	/distributable income share:	:							
stoo		sole proprietorship	Partnership	other: (explain on separate sheet):						
% 0	r \$ value of own	ership/distributable income sh	are:							

- **2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
 - (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes No

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State
 Toll Highway Authority?
 Yes ___No __
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you e (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive n, partnership, association or
4.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amount salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including con previous 2 years.	
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appointed agency of the State of Illinois, and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributable firm, partnership, association or corporation, or (ii) an amount in excannual salary of the Governor?	I salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern local government authorized by the Constitution of the State of Illinoi currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previous 2 ye daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

e previous 2 years; spouse, father, mother, YesNo
s, by any registered election or reelection clerk of the State of Illinois, or any political the Federal Board of Elections. YesNo
er; who was a compensated employee in the registered with the Secretary of State or any littee registered with either the Secretary of
Yes No
· · · · · · · · · · · · · · · · · · ·
t of the bidder or offeror who is not identified ng, or may communicate with any State officer continuing obligation and must be promp nout the term of the contract. If no person

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:	
Track of displace of the second of the secon	
ADDU LOADUE OTATEMENT	
APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Und	lor
penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of 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 the criteria that would require the completion of this Form A.	meet
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.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor Na	ıme				
Legal Address	3				
City, State, Zi	р			-	
Telephone Nu	ımber		Email Address	Fax Number (if avail	able)
			s Form is required by Section 50 solicly available contract file. This		
	DISCLOSURE (OF OTHER (CONTRACTS AND PROCURE	MENT RELATED INF	ORMATION
has any per any other S	nding contracts (incl state of Illinois agend	luding leases cy: Yes _	ement Related Information. The s), bids, proposals, or other ongo	oing procurement rela	
	such as bid or proje		relationship by showing State o attach additional pages as nece		
		THE FOL	LOWING STATEMENT MUST	BE CHECKED	
			Signature of Authorized Representative		Date
			OWNERSHIP CERTIFICA	<u>ATION</u>	
	e certify that the foll of ownership.	owing stater	nent is true if the individuals for	all submitted Form A	A disclosures do not total
			erest is held by individuals recoutive income or holding less th		
	☐ Yes ☐ No	□ N/A (I	Form A disclosure(s) established	d 100% ownership)	

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.



PART I. IDENTIFICATION

Contract No. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street) District 3 Construction Funds

Dept. of Human Rights #								Duratio	n of P	roject:								
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m which	ch the b	idder re	cruits	employe	ees, and h	erel	oy subm	its the foll	owir con	ng workfo	n orce
		TOTA	AL Wo			tion for	Contra	act]	(CURRENT		PI OYFF	S
TOTAL Workforce Projection for Contract MINORITY EMPLOYEES TRAINEES										TO BE	ASS							
JOB	TO	TAL		IVIII V				HER	APPF			HE JOB		TOTAL			MINORITY	
CATEGORIES		OYEES		ACK	HISP			IOR.	TIC			INEES			OYEES		EMPLOYEES	
OFFICIALS (MANAGERS)	M	F	M	F	М	F	M	F	M	F	М	F		M	F		M	F
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
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EMPLOYEES		aining Pro TAL	ojectio I	n for C	ontract		*^	THER	-			. 01		, t i iv				
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TRAINING	M	F	M	F	M	F	M	F	1									
APPRENTICES									1									
ON THE JOB TRAINEES]									
*0	ther minorit	ties are def	ined as	Asians ((A) or Nat	ive Amer	ricans (N	1).	_									

Note: See instructions on page 2

Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/07)

Contract No. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street) District 3 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 event the undersigned bidder is awarded this contract.												
	The undersigned bidder projects that: (number) new hires would recruited from the area in which the contract project is located; and/or (number)											
	recruited from the area in which the contract project is I	ocated; and/or (number)										
	office or base of operation is located.	d be recruited from the are	a in which the bidder's principal									
	·											
C.	s to be employed directly by the by subcontractors.											
	The undersigned bidder estimates that (number) perso											
	be directly employed by the prime contractor and that (employed by subcontractors.	number)	persons will be									
PART I	III. AFFIRMATIVE ACTION PLAN											
A.	The undersigned bidder understands and agrees that utilization projection included under PART II is determinent in any job category, and in the event that the underscommencement of work, develop and submit a writt (geared to the completion stages of the contract) wutilization are corrected. Such Affirmative Action Planthe Illinois Department of Human Rights .	ned to be an underutilization igned bidder is awarded the ten Affirmative Action Pla whereby deficiencies in m	on of minority persons or women his contract, he/she will, prior to n including a specific timetable inority and/or female employee									
B.	The undersigned bidder understands and agrees that the submitted herein, and the goals and timetable included to be part of the contract specifications.	he minority and female em under an Affirmative Actio	ployee utilization projection n Plan if required, are deemed									
Comp	pany	Telephone Numbe	r									
Addres	ess											
		NO CIONATURE										
T. D.	NOTICE REGARDI											
	Bidder's signature on the Proposal Signature Sheet will constitutions are required.	ute the signing of this form.	The following signature block needs									
Signat	ture: 🗌	Title:	Date:									
Instructi	tions: All tables must include subcontractor personnel in addition t	o prime contractor personnel.										
Table A	A - Include both the number of employees that would be hire (Table B) that will be allocated to contract work, and includ should include all employees including all minorities, apprer	e all apprentices and on-the-job t	trainees. The "Total Employees" column									
Table B	 Include all employees currently employed that will be alloca currently employed. 	ted to the contract work including	any apprentices and on-the-job trainees									
Table C	C - Indicate the racial breakdown of the total apprentices and or	n-the-job trainees shown in Table	A.									

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. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

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

Contract No. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street) District 3 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.

Firm Name	
Signature of Owner	
Business Address	
Firm Name	
Ву	
Business Address	
	Name and Address of All Members of the Firm:
Corporate Name	
Ву	Signature of Authorized Representative
	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	, ,
Attest	Signature
Duningan Addungan	
Business Address	
Corporate Name	
-,	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	Typed of printed name and title of Authorized Representative
Attest	
	Signature
Business Address	
nlease attach an addit	onal signature sheet
	Signature of Owner Business Address Firm Name By Business Address Corporate Name By Attest Business Address Corporate Name By

Return with Bid



Division of Highways Annual Proposal Bid Bond

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				
price, or for the amount specified in the bid proposal under '	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,			
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.			
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall			
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in			
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)			
Ву	Ву			
(Signature and Title)	(Signature of Attorney-in-Fact)			
Notary for PRINCIPAL	Notary for SURETY			
STATE OF	STATE OF			
COUNTY OF	COUNTY OF			
Signed and attested before me on (date)	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)			
(19 111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(-3 , , , , , , , , , , , , , , , , ,			
(Date Commission Expires)	(Date Commission Expires)			

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.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

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.

Illinois Department of Transportation

Return with Bid

Division of Highways Proposal Bid Bond

		Item No.			
		Letting Date	e		
(NOW ALL PERSONS BY THE	SE PRESENTS, That We				
as PRINCIPAL, and					
the amount specified in the bid	proposal under "Proposal Guaranty" i	in effect on the date of the Invitation for	of 5 percent of the total bid price, or for r Bids, whichever is the lesser sum, well s, executors, administrators, successors		
			omitted a bid proposal to the STATE OF retation Bulletin Item Number and Letting		
specified in the bidding and cor with the terms of the bidding and with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and if, after award documents including evide for the faithful performance of such event of the failure of the PRINCIP perence not to exceed the penalty here tract with another party to perform the	by the Department, the PRINCIPAL sence of the required insurance coverage contract and for the prompt payment AL to enter into such contract and to go for between the amount specified in the	RINCIPAL shall, within the time and as shall enter into a contract in accordance es and providing such bond as specified t of labor and material furnished in the give the specified bond, the PRINCIPAL bid proposal and such larger amount for the this obligation shall be null and void,		
hen Surety shall pay the penal within such period of time, the [sum to the Department within fiftee	n (15) days of written demand therefo ollect the amount owed. Surety is liable	as set forth in the preceding paragraph, r. If Surety does not make full payment e to the Department for all its expenses,		
n TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,		In TESTIMONY WHEREOF, instrument to be signed by its day of	the said SURETY has caused this officer A.D.,		
(Compa	any Name)	(Company Name)			
Зу		Ву			
(Sign	ature and Title)	(Signature of Attorney-in-Fact)			
Notary for PRINCIPAL		Notary for SURETY			
STATE OF		STATE OF			
COUNTY OF		COUNTY OF			
Signed and attested before r	ne on (date)	Signed and attested before m	ne on (date)		
(Name of	Notary Public)	(Name o	f Notary Public)		
(Seal)		(Seal)			
,,	(Signature of Notary Public)		(Signature of Notary Public)		
	(Date Commission Expires)	_	(Date Commission Expires)		
proposal the Principal is en		oid bond has been executed and	Electronic Bid Bond. By signing the the Principal and Surety are firmly		
Electronic Bid Bond ID #	Company/Bidder Nan	ne	Signature and Title		



DBE Utilization Plan

(1) Policy

It is public policy that disadvantaged 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

Date

The contractor agrees to ensure that disadvantaged 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		
Project		(Percent)	(Dollar Amount)
County			
Letting Date			
Contract No.			
Letting Item No.			
(4) Assurance			
Attached are the signed participation statements, forms suse of each business participating in this plan and assuring work of the contract. Failed to meet contract award goals and has included good provided participation as follows: Disadvantaged Business Participation per of the contract goals should be accordingly modified or was support of this request including good faith effort. Als required by the Special Provision evidencing availability and the support of the supp	d documented participation as followers SBE 2025, required by the Special of that each business will perform that each business will perform that each documentation to motion the second second are the signed participant use of each business participant.	al Provision evid n a commercially neet the goals ar ion required by rticipation stater	encing availability and vuseful function in the and that my company has the Special Provision in ments, forms SBE 2025,
business will perform a commercially useful function in the Company By	The "as read" Low Bidder is red	for each project. Th	•
Title	submitted in accordance with the		ocal Let Projects

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

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency



DBE Participation Statement

Subcontractor Registration Number				Letting		
Participation Statement				Item No.		
(1) Instructions				С	ontract No.	
This form must be completed for each disadvantaged business particle accordance with the special provision and will be attached to the Utiliz additional form for the firm. Trucking participation items; description results to the complete of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and will be attached to the Utilizate of the special provision and the special provision an				an form. If addition	nal space is needed	l complete an
(2) Work:						
Please indicat	te: J/V	Manufacturer	Supplier (60%)	Subcor	ntractor	Trucking
Pay Item No.	Descri	ption (Anticipated items	for trucking)*	Quantity	Unit Price	Total
(2) Doutiel De	umant Itama (Far	any of the above items y	uhiah ara nartial navit	a-ma)	Total	
	ist be sufficient to d	any of the above items v letermine a Commercially			work and subcontrac	t dollar amount:
When a DBE is subcontract, it	(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 contract, the p	DBE subcontractorime must submit	or second-tiers a portion a DBE Participation Sta	of its subcontract to o tement, with the detail	ne or more subcor s of the transaction	ntractors during the n(s) fully explained.	work of a
The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1 st 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.						
ű	nature for Contractor _	1 st Tier 2 nd Tier		•	DBE Firm 1 st Tier	2 nd Tier
Contact Pers	on		Cont	Contact Person		
Title			Title	Title		
Firm Name			Firm	Firm Name		
Address			Addı	ess		
City/State/Zip			City/	City/State/Zip		
Phone			Phoi	ne		
Email Address			Ema	il Address		
					E	
The Department of To-	anapartation is requestive all	and any and information that in passage	we to accomplish the state of a second	ann an airitimed riades the enter	to and 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:

lame:	
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. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street) District 3 Construction Funds



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 <u>State Required Ethical Standards Governing Subcontractors</u>.

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.

C. <u>Debt Delinquency</u>

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 subcontract 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

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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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? YESNO
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 <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
'FS"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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				
Subcontractor Name				
Legal Address				
Legal Address				
City, State, Zip				
Oity, State, Zip				
Telephone Number	Email Address	Fax Number (if available)		
relephone Number	Liliali Addiess	i ax inuitibei (ii 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 openended 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.

FOR INDIVIDUAL (type or print information)

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)

TOTT INDIVIDUAL (type or print information)		
NAME:			
ADDRESS _			
Type of owner	ship/distributable income share:	:	
stock % or \$ value of	sole proprietorship ownership/distributable income sh	Partnershipare:	other: (explain on separate shee
	nterest relationships apply. If the		dicate which, if any, of the following is "Yes", please attach additional
(a) State employme	nt, currently or in the previous 3	years, including contractu	ual employment of services. Yes No
If your answer is	yes, please answer each of the	e following questions.	<u> </u>
-	currently an officer or employee way Authority?	e of either the Capitol Deve	elopment Board or the Illinois State YesNo
currently exceeds	currently appointed to or emplo appointed to or employed by a 60% of the annual salary of the or which you are employed and	ny agency of the State of le Governor, provide the na	Illinois, and your annual salary

	3.	If you are currently appointed to or employed by any agency of t salary exceeds 60% of the annual salary of the Governor, are yo (i) more than 7 1/2% of the total distributable income of your corporation, or (ii) an amount in excess of 100% of the annual salary	ou entitled to receive firm, partnership, association or
	4.	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are your minor children entitled to receive (i) more than 15% in the income of your firm, partnership, association or corporation, or the salary of the Governor?	ou and your spouse aggregate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, includir previous 2 years.	ng contractual employment services YesNo
	If	your answer is yes, please answer each of the following question	
	1.	Is your spouse or any minor children currently an officer or empl Board or the Illinois State Toll Highway Authority?	oyee of the Capitol Development YesNo
		Is your spouse or any minor children currently appointed to or er of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary ex annual salary of the Governor, provide the name of your spouse of the State agency for which he/she is employed and his/her an	appointed to or employed by any ceeds 60% of the and/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you entitled to receive (i) more than 71/2% of the total distribution, partnership, association or corporation, or (ii) an amout annual salary of the Governor?	nnual salary of the Governor, utable income of your
	4.	If your spouse or any minor children are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you and your spouse or minor children entitled to receive aggregate of the total distributable income of your firm, partner (ii) an amount in excess of two times the salary of the Governor?	nual salary of the Governor, (i) more than 15 % in the ship, association or corporation, or
(-)	- 1		YesNo
(C)	unit of	ve status; the holding of elective office of the State of Illinois, the glocal government authorized by the Constitution of the State of Illicurrently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previour daughter.	s 2 years; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the ca, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation is charge of that office currently or in the previous 3 years.	of the State of Illinois or the statutes
		onship to anyone holding appointive office currently or in the previous daughter.	ous 2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registere	d lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist son, or daughter.	in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous 3 y committee registered with the Secretary of State or any contact action committee registered with either the Secretary of States	ounty clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or data last 2 years by any registered election or re-election common county clerk of the State of Illinois, or any political action of State or the Federal Board of Elections.	ttee registered with the Secretary of State or any ommittee registered with either the Secretary of
	YesNo
Communication Disclosure.	
Disclose the name and address of each lobbyist and other a Section 2 of this form, who is has communicated, is communic employee concerning the bid or offer. This disclosure i supplemented for accuracy throughout the process and throidentified, enter "None" on the line below:	eating, or may communicate with any State officer or s a continuing obligation and must be promptly
Name and address of person(s):	

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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 Officer 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 SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form	B must be completed for subcontracts with	
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMATION	
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe sNo	r ongoing procurement relationship with	
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 FOLLO	WING STATEMENT MUST BE CH	ECKED	
П			
	Signature of Authorized Officer	Date	
	OWNERSHIP CERTIFICATION		
Please certify that the following statement is of ownership	s true if the individuals for all submit	ted Form A disclosures do not total 100%	
Any remaining ownership interest is parent entity's distributive income o		han \$106,447.20 of the bidding entity's or interest.	
□ Ves □ No □ N/A (Form	A disclosura(s) established 100% of	wnershin)	

Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. 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.mSeptember 18, 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. 87633 KANKAKEE County Section 10-00059-00-LT (Momence) Project TE-00D3(095) Route MUN 1630 (Washington Street) District 3 Construction Funds

This project consists of replacing the existing sidewalks and curb and gutter, installing brick pavers and pavement markings on Washington Street from IL 1/17 to Locust Street in the City of Momence.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary

CONTRACT 87633

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

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

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</u> <u>Name</u>	<u>Pg.</u>	Special Provision Title	Effective	Revised
80240		Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274		Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192		Automated Flagger Assistance Device	Jan. 1, 2008	., 2010
* 80173		Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	ergenegases.	Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80360	19	X Coarse Aggregate Quality	July 1, 2015	
80310		Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	21	X 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	April 1, 2012	April 1, 2015
		Feet	, -	, ,
80294		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	April 1, 2014
		Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet		•
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	22	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		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	23	X Contract Claims	April 1, 2014	
80029	24	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
80358	35	X Equal Employment Opportunity	April 1, 2015	
80265	39	X Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
* 80229		Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329		Glare Screen	Jan. 1, 2014	
80304	4.0	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	43	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	45	X Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	55	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 –	Nov. 1, 2014	July 1, 2015
00040		Jobsite Sampling		
80348	59	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		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		Pavement Striping - Symbols	Jan. 1, 2015	

<u>File</u> Name	<u>Pg.</u>		Special Provision Title	Effective	Revised
80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	, tpm 1, 2010
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	64	Х	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	65	Х	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350		4	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	75	Х	Reinforcement Bars	Nov. 1, 2013	
80344		***************************************	Rigid Metal Conduit	Aug. 1, 2014	
80354	77	Х	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	
* 80127			Steel Cost Adjustment	April 2, 2004	July 1, 2015
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
* 80355		7.000	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338			Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345	vasta eraekka.		Underpass Luminaire	Aug. 1, 2014	April 1, 2015
* 80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	78	Х	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	80	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	81	Х	Working Days	Jan. 1, 2002	

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

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

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

Special Provisions 100743.40

City of Momence Washington Street Streetscape Improvements Section No.:10-00059-00-LT

County.: Kankakee

STATE OF ILLINOIS

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 for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Route: Washington Street; Section: 10-00059-00-LT; Project: TE-00D3(095), Job: C-93-118-15; County: Kankakee; and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACT NO: 87633

LOCATION OF PROJECT:

The project is located on Washington Street, from Illinois Route 1/17 Dixie Highway (Range Street) to Locust Street, in the City of Momence, Kankakee County, Illinois. The gross and net length of improvement is 410-ft (0.078-mi). A location map is shown on the cover of the Plans.

DESCRIPTION OF WORK:

The work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of replacing existing sidewalk and curb and gutter on the north and south side of the roadway; filling vaults beneath the sidewalk; installing brick pavers; installing trees and tree grates; and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions.

MAINTENANCE OF ROADWAYS:

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

CONSTRUCTION DEBRIS:

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

STATUS OF UTILITIES TO BE ADJUSTED:

Effective: January 30, 1987 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

NAME OF UTILITY	TYPE	LOCATION	Estimated Duration of Time for the Completion of Relocation or Adjustments
AT&T Distribution Civic Project Engineering 1000 Commerce Drive Oak Brook, IL 60523 AT&T Reference # MM1002 AT&T Civic Project General E-mail g11629@att.com Janet C. Ahern (630) 573-5465 ja1763@att.com Hector Garcia (630) 573-5465 hg2929@att.com	Telephone	Rear of properties on Washington Street	No conflicts anticipated

NAME OF UTILITY	ТҮРЕ	LOCATION	Estimated Duration of Time for the Completion of Relocation or Adjustments
ComEd Facility Relocation Dept. 25000 South Governors Hwy University Park, Illinois 60466 Reference # H17094UNV Bradley Shinabargar Project Engineer Bradley.Shinabargar@ComEd.com 708-235-2692	Aerial electric facilities running north-south in the alley	Washington Street alley	No conflicts anticipated
Nicor Gas 1844 Ferry Road Naperville, IL 60563 Engineering # SC12125 Bruce Koppang (630) 388-3046 bkoppan@aglresources.com Gas Service Adjustment Darby Matthews Field Operations Supervisor 815-214-2201	Undergrou nd gas main and gas service valve boxes	Washington Street – Gas Service Valve Box Adjustment STA 15+85 LT; STA 16+39 LT; STA 16+65 LT; STA 16+75 LT	For Gas Service Adjustment during construction - Contact Darby Matthews, Field Operations Supervisor, 815-214-2201
Mediacom 611 S. 4th St Chillicothe, IL 61523 Dale Shaver 309-274-1330 dshaver@mediacomcc.com Scott Rocke srocke@mediacomcc.com	Communic ation Cable - aerial facilities	Washington Street	No conflicts anticipated
City of Momence 29 North Dixie Hwy Momence, IL 60954-1503 Mark Nelson Water Superintendent 815-472-2430 momwtr@sbcglobal.net	Street lighting conduit, water main, storm and sanitary sewer	Washington Street	No conflicts anticipated

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The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

SHOP DRAWINGS:

Shop drawings and/or samples shall be submitted for the following items in accordance with Article 105.04 of the Standard Specifications as required by the Plans, Details, and these Special Provisions. Shop drawings shall be approved in writing by the Engineer before ordering materials. No extension of contract time will be allowed for delays in obtaining shop drawing approval or procurement lead time.

Pay item(s)	Requirements	
Brick Paver Sidewalk on Rigid Base	See Special Provisions	
Cast Iron Tree Grate	See Special Provisions	
Filling Existing Vault		
	Provision for requirements	
Iron & Steel Products	Certification of Domestic Source	

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED:

This work shall be done in accordance with Section 565 of the Standard Specifications and shall include the vertical adjustment of a cast iron extension for the domestic water service box to the finished elevation or as determined by the Engineer. Sufficient space and length along

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the extension must be provided in order to freely raise or lower the extension. Extreme care shall be taken to keep the inside of the extension and box completely free of any material which would prevent the opening and closing of the water valve.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

TRAFFIC CONTROL PLAN:

This work shall be done in accordance with applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

Standard Specifications

Section 701 – Work Zone Traffic Control and Protection Section 780 – Pavement Striping Section 1106 – Work Zone Traffic Control Devices ERRATA Standard Specifications for Road and Bridge Construction

Supplemental Specifications

Section 701 – Work Zone Traffic Control and Protection Section 780 – Pavement Striping Section 1106 – Work Zone Traffic Control Devices

Highway Standards:

701001, 701006, 701501, 701701, 701801, 701901

In addition, the following also relate to traffic control for this project:

RECURRING SPECIAL PROVISIONS SPECIAL PROVISIONS Maintenance of Roadways Work Zone Traffic Control (LRS 3) Temporary Information Signing)

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The Contractor shall contact the Engineer at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic.

Unless otherwise indicated in Section 701, the above standards, details and special provisions shall be considered included in the contract.

REMOVE EXISTING HANDHOLE:

This work shall be done in accordance with Section 895 of the Standard Specifications except as modified herein.

This item shall consist of removing existing handholes located in the sidewalk area. After the handhole is removed the void space shall be backfilled with aggregate material which shall be compacted to the satisfaction of the Engineer.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for REMOVE EXISTING HANDHOLE.

TEMPORARY INFORMATION SIGNING:

Effective: September 24, 2013

<u>Description</u>. This work shall consist of furnishing, installation, maintenance, and removal of temporary informational signs.

<u>Materials</u>. Materials shall be according to applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

Construction Requirements. The temporary information signs shall be in place at least one week prior to the beginning of construction activities that impact traffic flow and shall remain in place until the completion of the project. If all lanes are open for an extended period of time during the project, such as a winter shutdown, the Contractor shall cover the signs until the lane closures resume.

Signs shall be installed according to the requirements of Section 701.

<u>Method of Measurement</u>. This work will be measured for payment in square feet in place. The auxiliary sign panel will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING.

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MAINTENANCE OF LIGHTING SYSTEM:

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing lighting systems or part of a lighting system in service at the time of contract letting within the limits of the improvement.

This normal maintenance shall include all repair work deemed necessary by the Engineer. This work shall be performed in accordance with Article 801.11 and 801.12 of the Standard Specifications. Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

The lighting shall be operational every night, dusk to dawn. Lighting systems shall not be kept in operation during long daytime periods.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per each for MAINTENANCE OF LIGHTING SYSTEM, which shall include all labor, materials, equipment, and incidental expenses necessary to complete this work.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS:

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

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SIDEWALK REMOVAL (SPECIAL):

This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

440.01 Description. Add the following to the end of this Article:

"This work shall consist of the complete removal and appropriate disposal of existing sidewalk and appurtenances.

Portions of existing sidewalk are located over vault(s) to be filled and some of these have frames and lids which are to be removed and appropriately disposed of. Other portions of existing sidewalk have two layers of concrete, one beneath the other. These locations will be determined in the field during construction."

440.03 General. Add the following to the end of this Article:

"Reinforcement bars may be embedded in the existing sidewalk. Sawing, removing and disposing of reinforcement bars will not be paid for separately. The contractor shall carefully remove the existing sidewalk to avoid damage to existing adjacent items to remain."

440.07 Method of Measurement. Add the following to the end of this Article:

This work will be measured for payment in place and the area computed in square feet.

440.08 Basis of Payment. Add the following to the end of this Article:

This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL (SPECIAL).

HANDHOLE TO BE ADJUSTED:

This work shall be done in accordance with Section 814 of the Standard Specifications except as modified herein.

This item shall consist of adjusting existing handholes and double handholes located in the sidewalk area to the satisfaction of the Engineer.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for HANDHOLE TO BE ADJUSTED.

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LOOP DETECTOR TESTING:

(Effective December 1, 1999; Revised January 1, 2007)

The Contractor is advised of the presence of existing detector loops which shall be retained in the completed signal installation. The condition of each existing loop detector which will be retained shall be documented.

The required loop detector testing shall consist of measuring the following electrical characteristics of each loop within the intersection to determine if the loop meets the indicated criteria:

1. Loop Inductance. Stable frequency (frequency varies by less than +/-3 hertz) and minimum 50 microhenries when driven by amplifier.

For any loop that does not show a stable frequency, the Contractor shall determine if the unstable frequency is due to equipment malfunctions in the cabinet or outside the cabinet. The Contractor shall notify the Engineer of the source of the unstable frequency. Any problem due to existing equipment problems in the cabinet shall be repaired by city maintenance. Any problem caused by the required construction work shall be repaired and paid for separately on this contract.

Any loop that does not exceed 50 microhenries inductance shall be replaced.

2. Loop Resistance to Ground. Minimum 50 megohms.

For any loop circuit with less than 50 megohms resistance to ground or any loop that is being replaced, the Contractor shall break the loop to lead-in splice and measure the resistance to ground of the detector loop alone and each leg of the detector loop lead-in cable. If a single leg of the lead-in cable has a low resistance to ground, the Contractor shall replace the lead-in cable. If the detector loop, separated from the lead-in cable, passes the required tests, the loop shall not be replaced.

3. Loop Circuit Resistance. Maximum 3 ohms for lead-in less than 200 feet. Maximum 5 ohms for lead-in greater than 200 feet.

For any loop circuit with resistance greater than stated above, the splice shall be opened and the loop and each leg of the lead-in cable shall be tested. If the detector loop cable is the cause of the high resistance reading, the detector loop shall be replaced. If the lead-in cable is the cause of the high resistance reading, the lead-in cable shall be replaced.

The Contractor shall furnish a Decatur Electronics Loop Tester, Model DLT-150, or superior, to measure the loop resistance above ground, and quality factor of each loop. This unit shall remain the property of the Contractor.

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The measurements shall be recorded for each loop circuit, including lead-in cable, following completion of the work, in the presence of the Engineer. The measurements shall be taken at the controller cabinet.

Any damaged detector loop or lead-in cable shall be replaced.

If an existing detector loop is damaged due to construction operations, the Contractor shall notify the Department at 815-434-8505 to modify the signal program until the detector loop can be replaced. The Contractor shall replace the loop as soon as possible.

Loop detector testing will be performed at each loop detector circuit following completion of work likely to damage the existing loops. The lead-in cable must be disconnected from the detector loop panel in the cabinet to prevent damage to the inductive loop detector. When the Contractor has made all necessary repairs, the Department's Traffic Signal Section shall be contacted to meet with the Contractor at the intersection to confirm the satisfactory readings.

Method of Measurement. This work will be measured for payment per intersection, regardless of the number of tests required. Any work required to replace any splices broken for testing of the lead-in cable and detector loop shall be included in the cost of this pay item.

Basis of Payment. This work will be paid for at the contract unit price per each intersection as LOOP DETECTOR TESTING.

MODIFY EXISTING LIGHTING CONTROLLER:

This work shall be performed in accordance with the Standard Specifications insofar as applicable.

Work under this item shall consist of any modifications to the existing lighting controller necessary to remove and replace the proposed lighting conduits.

Contractor shall coordinate with other contractors and phases of work to ensure continued operability of the lighting system.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price each for MODIFY EXISTING LIGHTING CONTROLLER, which price shall be payment in full for all labor, materials, equipment incidental expenses as necessary to complete this work as specified and as indicated on the Plans.

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REMOVE AERIAL CABLE:

This work shall be performed in accordance with Section 842 of the Standard Specifications insofar as applicable and as detailed on the Plans.

Contractor shall coordinate removal with other contractors and phases of work to ensure continued operability of the lighting system.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per foot for REMOVE AERIAL CABLE, which price shall be payment in full for all labor, materials, equipment incidental expenses as necessary to complete this work as specified and as indicated on the Plans.

BRICK PAVER SIDEWALK ON RIGID BASE:

Work shall be according to Section 424 and the "BRICK PAVER SIDEWALK ON RIGID BASE" detail on the Plans, except as modified herein:

424.01 Description. Add the following to the end of this Article:

This work shall consist of installing a brick pavers between the back of curb and gutter and sidewalk on a Portland cement concrete base as detailed on the Plans and as determined by the Engineer.

424.02 Materials. Add the following to the end of this Article:

The size of the brick pavers shall be 8" x 4" x 21/4", and shall meet the specifications of Market Street Paver as manufactured by Glen Gery, Wyomissing, PA. The Series/Collection shall be Town Crier Series; Color Designation shall be Red; Style shall be Tumbled. A supplier of this brick is Acme Brick and Supply, 1405 Belvidere St., Waukegan, IL, (847) 662-8245 or approved equal.

Samples of the brick pavers shall be presented to the City for review at the time of construction. The City will then confirm the brick paver and notify the contractor in writing. After written correspondence is received from the City, the brick pavers shall be ordered.

424.06 Placing and Finishing. Add the following to the end of this Article:

The brick pavers shall be installed on a $\frac{3}{4}$ " hot-mix asphalt setting bed (sand mix – IL 4.75mm) with a neoprene asphalt adhesive. The $\frac{3}{4}$ " hot-mix asphalt setting bed shall be installed on a Portland cement concrete base as shown on the details in the Plans.

The neoprene asphalt adhesive shall meet the specifications of Karnak # 237 as manufactured by Karnak Corporation, 330 Central Avenue, Clark, NJ 07066.

The neoprene asphalt adhesive is available by contacting Ansil Dyal, PhD, Technical Sales Manager, 732.388.0300, adyal@karnakcorp.com

The Contractor shall sweep sand into the joints and compact the bricks as necessary so they are on a level surface. Excess sand will be swept off and removed from site.

The Portland cement concrete base for the brick sidewalk, shall include a thickened concrete edge adjacent to the curb and gutter, a 1" diameter weep hole, and one ½" expansion joint on each side of the Portland cement concrete base as shown in the detail on the Plans.

424.12 Method of Measurement. Add the following to the end of this Article:

This work will be measured for payment in place and the area computed in square feet.

424.13 <u>Basis of Payment</u>. Add the following to the end of this Article:

This work will be paid for at the contract unit price per square foot for BRICK PAVER SIDEWALK ON RIGID BASE, which price shall include the installation of the hot-mix asphalt setting bed, neoprene asphalt adhesive, brick pavers, jointing materials and Portland cement concrete base.

CAST IRON TREE GRATES:

<u>Description</u>. Work shall be done in accordance with Sections 202, 351, 505 and 506 of the Standard Specifications, the details shown on the plans and this special provision.

<u>Construction Requirements</u>. The work shall consist of furnishing all materials and labor for the installation of black polyester powder coated cast iron tree grates.

Materials. The cast iron tree grate shall be 60" x 60" square grate. Acceptable manufacturer is Neenah Foundry Model R-8737-C.

The grate shall include any angle frame required to support the grate. The grate and angle frame shall be black polyester powder coated. Acceptable black polyester powder coating supplier is Specialty Paints, Inc, DePere WI or an approved equal. Black polyester powder coating shall be in accordance with the supplier recommendations.

Samples of the tree grates and black polyester powder coating shall be presented to the City for review at the time of construction. The City will then select the tree grate and black polyester powder coating and notify the contractor in writing. After written correspondence is received from the City, the black polyester powder coated tree grates shall be ordered.

<u>Method of Measurement</u>. Black polyester powder coated cast iron tree grates will be measured for payment for each grate installed.

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<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per each for CAST IRON TREE GRATES.

FILLING EXISTING VAULT:

<u>General</u>. This work shall include all materials and equipment necessary for filling of existing vault(s) located in or underneath the existing sidewalks as shown on the plans and to the satisfaction of the Engineer.

Filling of existing vaults shall be as required for proposed construction and as determined by the Engineer. Filling existing vaults shall be as shown on the plans including materials not specifically shown, but required for a complete and proper installation as determined by the Engineer in accordance with Sections 208 and Article 424.07 of the Standard Specification, and Special Provisions EXPANDED POLYSTYRENE FILL. Sidewalk removal above the vault shall be paid for separately as SIDEWALK REMOVAL (SPECIAL) and aggregate installed on the filled vault shall be paid for separately as AGGREGATE BASE COURSE, TYPE B 4".

Location

108 Washington St. - 20-ft long x 10-ft wide x 8-ft high 109, 109½, 111 and 113 Washington St. - 60-ft long x 10-ft wide x 8-ft high

It is not believed that utilities are located in any of the existing vaults.

Method of Measurement. This work will be measured for payment in cubic yards in place.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per cubic yard for FILLING EXISTING VAULT, which price shall include placement of expanded polystyrene fill, trench backfill and all labor, equipment, and all other materials not specifically shown to complete the above described work.

The removal of reinforced concrete sidewalk located above the existing vault and installation of aggregate base course on the filled vault shall be paid for separately.

EXPANDED POLYSTYRENE FILL:

<u>General</u>. This work shall include furnishing all materials and equipment necessary for placing Expanded Polystyrene Fill (EPS).

Submittals.

(a) Submit product data, including Manufacturer's Tech Data product sheet, for specified products.

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- (b) Submit shop drawings showing layout, profiles and product components. Include installation procedure in accordance with manufactures recommendation.
- (c) Submit summary of test compliance with specified performance characteristics and physical properties.

<u>Materials</u>. EPS shall be fabricated using virgin feedstock manufactured into blocks having no more than fifteen (15) percent regrind content. Blocks shall have a height of at least 12 inches, a width of at least 48 inches, and a length of at least 96 inches. Every effort shall be made to have blocks manufactured as close to the required dimensions specified in the plans. All blocks shall be smooth and flat, and shall be within tolerance of 0.5% of respective height, width and length dimensions. Additional field and/or shop trimming/cutting will only be permitted as necessitated by the geometry of the fill being constructed.

The EPS shall conform to the following ASTM Standards:

C203 Breaking Load and Flexural Properties of Block-Type Thermal Insulation

D732 Strength of Plastics by Punch Tool

C272 Water Absorption by Core Materials for Structural Sandwich Construction

D1621 Compressive Properties of Rigid Cellular Plastics

D1622 Apparent Density of Rigid Cellular Plastics

D1623 Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics

D6817 Standard Specification for Rigid, Cellular Polystyrene Geofoam

D3345-74 Insect Resistance (ants, termites, etc)

The EPS shall have the following physical properties:

ASTM D6817, Type EPS22 with Density, min., 1.35 lb/ft3

Compressive Resistance @ 1% strain, min., 7.3 psi

Flexural Strength, min., 40 psi

The EPS shall contain a flame retardant additive and shall have UL Certification of Classification as to External Fire Exposure and Surface Burning Characteristics. EPS should be considered combustible and should not be exposed to open flame or any source of ignition.

All EPS blocks shall be treated by the manufacturer with a tested and proven termite treatment for below grade applications, 3 year minimum field exposure. The termite treatment agent shall be an EPA registered material.

<u>Sampling and Testing</u>. Quality assurance testing and sampling, to monitor the conformance of the EPS with the specification requirements, will be completed as determined by the Engineer. Density and geometry (dimensional tolerances) testing shall be conducted using full-size blocks. Only blocks in conformance with the contract may be used to make required fills.

Testing to monitor the quality of the EPS shall be done at the discretion of the Engineer. The

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Engineer has the right to random sample the manufacturing plant. If any block does not conform to the physical requirements or is damaged in any way, it may be rejected by the Engineer.

<u>Protection</u>. The Contractor shall prevent damage to the EPS during delivery, storage, and construction. Prior to delivery of EPS to the project site, the Contractor shall review and be thoroughly knowledgeable with the manufacturer's care and handling recommendations. Any EPS to be exposed to sun light for more than six months shall be covered with reflective material which will prevent ultraviolet light degradation.

The Contractor shall protect the EPS from:

- (a) Organic solvents such as acetone, benzene, and paint thinner
- (b) Petroleum based solvents such as gasoline and diesel fuel
- (c) Open flames.
- (d) Other items deemed harmful to the physical properties of the EPS as determined by the manufacturer

Placement of embankment will require special procedures and careful selection of appropriate construction equipment to prevent damage to EPS. No heavy construction equipment or vehicles shall be allowed directly on the EPS.

Damage to EPS shall be corrected as follows:

- (a) Slight damage (<0.12 cubic feet with no linear dimension exceeding 1 ft) may be left in place as-is.
- (b) Moderate damage (<0.35 cubic feet with no linear dimension exceeding 3 ft) shall be filled with sand.
- (c) EPS blocks with damage exceeding the moderate category shall be replaced with EPS blocks which meet the damage criteria. EPS blocks not meeting damage criteria may be cut to eliminate excessive damage and the remaining undamaged portion of the block may be used within the fill, provided the undamaged portion of the block meets all other requirements.

Subgrade Preparation.

- (a) Excavate site to provide level surface.
- (b) Place trench backfill leveling course over the prepared surface to thickness as shown on Plans. Level to ½ inches per 10 feet horizontal.

<u>Placement</u>. EPS shall be placed such that the constructed surface of the blocks is level and placed perpendicular to the roadway centerline, and to the grades shown on the plans and/or as determined by the Engineer. The surface of a layer of EPS blocks to receive additional EPS blocks shall be constructed with a variance in surface tolerance no more than ½ inch in any 10-foot interval. All blocks shall accurately fit relative to adjacent existing and proposed blocks. No gaps greater than ¾ inch will be allowed on vertical joints. The finished surface of the EPS shall

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be constructed to within a tolerance of zero to minus 0.2 foot of the indicated grade.

Blocks placed in a row in a particular layer shall be offset 2.0 feet relative to blocks placed in adjacent rows of the same layer as shown on the plans. In order to avoid continuous joints, each subsequent layer of blocks shall be rotated on the horizontal plane 90 degrees from the direction of the previous layer.

The Contractor shall provide temporary weighting and/or guying as necessary until all the blocks are built into a homogenous mass, and the sidewalk section, as well as any soil cover, are in place.

Blocks shall be cut using a saw or hot wire. Blocks shall be cut for the placement according to the detail in the plans or as determined by the Engineer.

<u>Basis of Payment</u>. This work will not be paid for separately, but shall be included at the contract unit price for FILLING EXISTING VAULT.

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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 Momence

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

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

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

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

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

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

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

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

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

COILABLE NONMETALLIC CONDUIT (BDE)

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

Revise Article 1088.01(c) of the Standard Specifications to read:

"(c) Coilable Nonmetallic Conduit. The conduit shall be a high density polyethylene duct which is intended for underground use can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties or performance. The conduit and its manufacture shall be according to UL 651A for Schedule 40 conduit, except Schedule 80 shall be used under pavement, stabilized shoulder, paved median, paved driveway, curb and/or gutter and sidewalk.

Performance Tests. Testing procedures and test results shall meet the requirements of UL 651A. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the conduit."

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:

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

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

Add the following to Section 1050 of the Standard Specifications:

"1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T_1 or T_2), according to ASTM C 920."

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."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2015

<u>FEDERAL OBLIGATION</u>. 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.

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

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

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

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

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

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

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

<u>DBE LOCATOR REFERENCES</u>. 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.

<u>BIDDING PROCEDURES</u>. 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 owneroperator. 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) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. 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) <u>SUBCONTRACT</u>. 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) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. 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."

<u>STATE CONTRACTS</u>. 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:

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.

- 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."

FRICTION 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	Allowed Alone or in Combination 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	Allowed Alone or in Combination 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	Allowed Alone or in Cor Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}	one ^{2/}
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Con Crushed Gravel Carbonate Crushed Sto Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	one ^{2/}
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination ^{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/}	
		Other Combinations Al Up to 25% Limestone	lowed: With Dolomite

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA	E Surface	Allowed Alone or in Combination 5/:	
High ESAL	SMA Ndesign 80 Surface	Crushed Gravel Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete ^{3/} No Limestone.	cone
		Other Combinations A	llowed:
		Up to	With
		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	Allowed Alone or in Co	ombination ^{5/} :
Tight LOAL	SMA Ndesign 80 Surface	Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		Other Combinations A	<u>lllowed</u> :

Use	Mixture	Aggregates Allowed	Aggregates Allowed	
		Up to	With	
		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."

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

Effective: January 1, 2010 Revised: April 1, 2012

<u>Description</u>. 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	Parameter	Individual Test	Unconfined Edge
Composition		(includes confined	Joint Density
		edges)	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,	Ndesign < 90	92.5 – 97.4%	90.0%
IL-12.5			
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L,	Ndesign < 90	93.0 – 97.4%	90.0%
IL-25.0			

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

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 Mixture Composition Binder Thickness, in. (mm)		
≤ 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 Ndesign = 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, Ndesign = 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, Ndesign = 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	CA 11 ^{1/}
	IL-9.5	CA 16 and/or CA 13
		CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16
	Stabilized Subbase	
	or Shoulders	

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	
(c) RAP Material	1031
(d) Mineral Filler	
(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) 17								
Sieve	IL-19.0 mm		SMA 12.5 4/		IL-9.5 mm		IL-4.75 mm	
Size	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 μ m) 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 (VMA), % minimu	Voids Filled with Asphalt Binder (VFA),				
Ndesign	IL-19.0	IL-9.5	IL-4.75 ^{1/}	%			
50			18.5	65 – 78 ^{2/}			
70 90	13.5	15.0		65 - 75			

- 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	Design	Design	VMA (Voids	VFA (Voids			
Composition	Compactive	Air Voids	in the	Filled with			
	Effort	Target %	Mineral	Asphalt			
		_	Aggregate),	Binder),			
			% min.	%			
1L-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	Ndesign	Design	Voids in the	Voids Filled
(million)	-	Air Voids	Mineral	with Asphalt
	,	Target %	Aggregate	(VFA), %
			(VMA),	
			% min.	
≤ 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:

	Frequency of Tests	Test Method See Manual of
"Parameter	High ESAL Mixture Low ESAL Mixture	Test Procedures for Materials
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 High ESAL Mixture	Test Method See Manual of Test Procedures
Air Voids	Low ESAL Mixture Day's production	for Materials
All Volus	≥ 1200 tons:	
Bulk Specific	_ 1200 (4).(4)	Illinois-Modified
Gravity	1 per half day of	AASHTO T 312
of Gyratory Sample	production	
Note 4.	Day's production < 1200 tons:	
	1 per half day of	
	production for first	
1	2 days and 1 per	
	day thereafter (first sample of the day)	
	Day's production	
Maximum Specific Gravity of Mixture	≥ 1200 tons:	Illinois-Modified AASHTO T 209
Glavity of Mixture	1 per half day of production	AA31110 1 209
	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 \pm 5 °F (132 \pm 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 \pm 5 °F (132 \pm 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						
Danamatan	High ESAL Low ESAL		SMA		IL-4.75	
Parameter	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%	į	
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	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Content						
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/}		
1L-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	High ESAL,
REQUIREMENTS	Low ESAL, SMA
	& IL-4.75
	% Passing Sieves:
	1/2 in. (12.5 mm) ^{2/}
Gradation 1/3/	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

<u>Description</u>. 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 µm)	*
No. 200 (75 μm)	*
Asphalt Binder	± 0.3 %
Content	

^{*} 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."

<u>System for Hydrated Lime Addition</u>. 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."

<u>Basis of Payment</u>. 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."

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.

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,	0.05 (0.244)
Non-Milled Concrete & Tined Concrete	
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 ± 0.01 (1.21 kg/sq m ±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 Morter or Congrete

1018"

(a) Packaged Rapid Hardening Mortar or Concrete1018"

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."

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."

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)		±5%
1/2 in. (12.5 mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	±5%	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 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	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling · Binder	Surface	Polymer Modified 31, 41
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."

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 or 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 ±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."

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."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2014

<u>Description</u>. 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.

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.

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- 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 onthe-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 nonminority 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 singleuser 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.
- (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 Wage and Hour Division Web 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.

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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.

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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.

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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.