

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.DE-Contracts@Illinois.gov

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

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

- Proposal Bid Bond** – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.
- Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid** The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
 Bureau of Small Business Enterprises
 Contract Compliance Section
 2300 South Dirksen Parkway, Room 319
 Springfield, Illinois 62764

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 20, 2017

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Route FAU 7706
Project ACHSIP-ACM-7706(005)
District 6 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**

1.54 miles of resurfacing, proposed raised median, drainage improvements and traffic signals on Lincoln Parkway from south of Kenwood Drive to north of IL 10 in the City of Lincoln.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 72E02

State Job # - C-96-022-11

County Name - LOGAN- -
 Code - 107 - -
 District - 6 - -
 Section Number - (22) RS-6, MED & (23) RS-5

Project Number
 ACHSIP-ACM-7706/005/

Route
 FAU 7706

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0325279	CLASS SI CONC (MISC)	CU YD	0.500				
X0326694	PLUG EX STORM SEWERS	CU YD	2.200				
X0327371	PLUG EXISTING PIPE	CU YD	3.700				
X0327979	PAVMT MRKG REM GRIND	SQ FT	9,377.000				
X0327980	PAVMT MRKG REM WTR BL	SQ FT	2,758.000				
X4060605	LEV BIND MM SPL	TON	3,690.000				
X4401198	HMA SURF REM VAR DP	SQ YD	73,240.000				
X4402020	CONC MEDIAN SURF REM	SQ FT	15,268.000				
X5400504	PCBC 2X2 SPECIAL	FOOT	261.000				
X6015010	REM REPL C HDWL P DRN	EACH	2.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7010222	TR CONT-PROT BLR21 SP	L SUM	1.000				
X7010234	TC-PROT 701701 SPL	L SUM	1.000				
Z0010688	CAMERA MOUNT ASSEMBLY	EACH	11.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				

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Z0023500	FILL EXIST CULVERTS	CU YD	39.400				
Z0023602	GRAN CULVERT BACKFILL	CU YD	138.000				
Z0033072	VIDEO VEH DET SYS	EACH	3.000				
Z0033700	LONG JOINT SEALANT	FOOT	30,189.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
20100210	TREE REMOV OVER 15	UNIT	203.000				
20200100	EARTH EXCAVATION	CU YD	5,468.000				
20800150	TRENCH BACKFILL	CU YD	202.900				
25000200	SEEDING CL 2	ACRE	7.400				
25000400	NITROGEN FERT NUTR	POUND	669.000				
25000500	PHOSPHORUS FERT NUTR	POUND	669.000				
25000600	POTASSIUM FERT NUTR	POUND	669.000				
25000700	AGR GROUND LIMESTONE	TON	15.000				
25100115	MULCH METHOD 2	ACRE	7.400				
28000250	TEMP EROS CONTR SEED	POUND	744.000				

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District - 6 - -

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
28000305	TEMP DITCH CHECKS	FOOT	560.000				
28000400	PERIMETER EROS BAR	FOOT	581.000				
28000500	INLET & PIPE PROTECT	EACH	34.000				
31101200	SUB GRAN MAT B 4	SQ YD	13,445.000				
35101800	AGG BASE CSE B 6	SQ YD	95.000				
35300310	PCC BSE CSE 8 1/2	SQ YD	2,757.000				
35300500	PCC BSE CSE 10	SQ YD	2,991.000				
35501316	HMA BASE CSE 8	SQ YD	9,780.000				
35501318	HMA BASE CSE 8 1/2	SQ YD	99.000				
40600290	BIT MATLS TACK CT	POUND	62,684.000				
40600625	LEV BIND MM N50	TON	5,332.000				
40600982	HMA SURF REM BUTT JT	SQ YD	1,573.000				
40600990	TEMPORARY RAMP	SQ YD	384.000				
40603335	HMA SC "D" N50	TON	4,873.000				
40603535	P HMA SC "D" N50	TON	709.000				

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40800050	INCIDENTAL HMA SURF	TON	239.000				
42400100	PC CONC SIDEWALK 4	SQ FT	2,358.000				
42400800	DETECTABLE WARNINGS	SQ FT	10.000				
44000100	PAVEMENT REM	SQ YD	311.000				
44000200	DRIVE PAVEMENT REM	SQ YD	141.000				
44000500	COMB CURB GUTTER REM	FOOT	4,182.000				
44000600	SIDEWALK REM	SQ FT	71.000				
44003100	MEDIAN REMOVAL	SQ FT	3,472.000				
44004250	PAVED SHLD REMOVAL	SQ YD	4,087.000				
44200094	PAVT PATCH T2 8	SQ YD	13.400				
44200099	PAVT PATCH T3 8	SQ YD	67.800				
44200101	PAVT PATCH T4 8	SQ YD	102.000				
44200120	PAVT PATCH T2 10	SQ YD	15.000				
44200144	PAVT PATCH T2 12	SQ YD	710.000				
44200148	PAVT PATCH T3 12	SQ YD	94.000				

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48102100	AGG WEDGE SHLD TYPE B	TON	1,308.000				
48203023	HMA SHOULDERS 6 1/2	SQ YD	2,954.000				
48203100	HMA SHOULDERS	TON	1,624.000				
50102400	CONC REM	CU YD	16.200				
50104400	CONC HDWL REM	EACH	6.000				
50105220	PIPE CULVERT REMOV	FOOT	760.000				
50200100	STRUCTURE EXCAVATION	CU YD	161.800				
50800105	REINFORCEMENT BARS	POUND	709.000				
54001001	BOX CUL END SEC C1	EACH	2.000				
54001002	BOX CUL END SEC C2	EACH	2.000				
54001003	BOX CUL END SEC C3	EACH	2.000				
54001004	BOX CUL END SEC C4	EACH	1.000				
54001005	BOX CUL END SEC C5	EACH	2.000				
54001006	BOX CUL END SEC C6	EACH	2.000				
54002020	EXPAN BOLTS 3/4	EACH	48.000				

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54010302	PCBC 3X2	FOOT	66.000				
542A0220	P CUL CL A 1 15	FOOT	85.000				
542D0220	P CUL CL D 1 15	FOOT	4.000				
54213663	PRC FLAR END SEC 18	EACH	10.000				
54213669	PRC FLAR END SEC 24	EACH	2.000				
54248510	CONCRETE COLLAR	CU YD	6.500				
550A0050	STORM SEW CL A 1 12	FOOT	64.000				
550A0070	STORM SEW CL A 1 15	FOOT	94.000				
550A0090	STORM SEW CL A 1 18	FOOT	928.000				
550A0120	STORM SEW CL A 1 24	FOOT	88.000				
55100500	STORM SEWER REM 12	FOOT	505.000				
60218500	MAN TA 4 DIA T3F&G	EACH	2.000				
60219000	MAN TA 4 DIA T8G	EACH	1.000				
60219400	MAN TA 4 DIA T12F&G	EACH	1.000				
60235700	INLETS TA T3F&G	EACH	2.000				

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60236200	INLETS TA T8G	EACH	1.000				
60236900	INLETS TA T12F&G	EACH	1.000				
60240301	INLETS TB T8G	EACH	1.000				
60240315	INLETS TB T12F&G	EACH	1.000				
60255500	MAN ADJUST	EACH	5.000				
60262700	INLETS RECONST	EACH	1.000				
60265700	VV ADJUST	EACH	7.000				
60402210	GRATES T8	EACH	5.000				
60500060	REMOV INLETS	EACH	7.000				
60603800	COMB CC&G TB6.12	FOOT	532.000				
60604400	COMB CC&G TB6.18	FOOT	114.000				
60605000	COMB CC&G TB6.24	FOOT	265.000				
60608562	COMB CC&G TM4.12	FOOT	5,951.000				
60618300	CONC MEDIAN SURF 4	SQ FT	30,026.000				
60622305	CONC MED TSM4.12	SQ FT	882.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER -

72E02

State Job # - C-96-022-11

County Name - LOGAN - -

Code - 107 - -

District - 6 - -

Section Number - (22) RS-6, MED & (23) RS-5

Project Number
 ACHSIP-ACM-7706/005/

Route
 FAU 7706

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60622400	CONC MED TSM6.06	SQ FT	603.000				
60622800	CONC MED TSM6.12	SQ FT	2,561.000				
66900200	NON SPL WASTE DISPOSL	CU YD	2,000.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	16.000				
67000400	ENGR FIELD OFFICE A	CAL MO	15.000				
67100100	MOBILIZATION	L SUM	1.000				
67201100	SEAL ABAN MONIT WELLS	EACH	1.000				
70100320	TRAF CONT-PROT 701422	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	60.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	48.000				
70300100	SHORT TERM PAVT MKING	FOOT	4,233.000				

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Section Number - (22) RS-6, MED & (23) RS-5

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300150	SHRT TRM PAVT MK REM	SQ FT	1,397.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	592.800				
70300220	TEMP PVT MK LINE 4	FOOT	37,250.000				
72400100	REMOV SIN PAN ASSY TA	EACH	11.000				
72400200	REMOV SIN PAN ASSY TB	EACH	19.000				
72400310	REMOV SIGN PANEL T1	SQ FT	146.000				
72400320	REMOV SIGN PANEL T2	SQ FT	14.000				
72400500	RELOC SIN PAN ASSY TA	EACH	9.000				
72400600	RELOC SIN PAN ASSY TB	EACH	19.000				
72400710	RELOC SIGN PANEL T1	SQ FT	139.000				
72400720	RELOC SIGN PANEL T2	SQ FT	14.000				
72800100	TELES STL SIN SUPPORT	FOOT	812.000				
73100100	BASE TEL STL SIN SUPP	EACH	10.000				
78000650	THPL PVT MK LINE 24	FOOT	738.000				
78003100	PREF PL PM TB LTR-SYM	SQ FT	1,361.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78003120	PREF PL PM TB LINE 5	FOOT	4,741.000				
78003130	PREF PL PM TB LINE 6	FOOT	1,034.000				
78009005	MOD URETH PM LINE 5	FOOT	43,995.000				
78009006	MOD URETH PM LINE 6	FOOT	6,208.000				
78009008	MOD URETH PM LINE 8	FOOT	1,854.000				
78009012	MOD URETH PM LINE 12	FOOT	3,098.000				
78100100	RAISED REFL PAVT MKR	EACH	676.000				
78200020	CURB REFLECTORS	EACH	403.000				
78300200	RAISED REF PVT MK REM	EACH	676.000				
81028350	UNDRGRD C PVC 2	FOOT	1,748.000				
81028370	UNDRGRD C PVC 3	FOOT	71.000				
81028390	UNDRGRD C PVC 4	FOOT	272.000				
81400100	HANDHOLE	EACH	2.000				
81500100	GULFBOX JUNCTION	EACH	8.000				
81500130	GULFBOX JUNCTION REM	EACH	9.000				

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Project Number
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Route
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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81702130	EC C XLP USE 1C 6	FOOT	1,935.000				
83600300	LIGHT POLE FDN 30D	FOOT	6.500				
83800650	BKWY DEV COU SS SCRN	EACH	1.000				
84200804	REM POLE FDN	EACH	1.000				
84400105	RELOC EX LT UNIT	EACH	1.000				
85000200	MAIN EX TR SIG INSTAL	EACH	3.000				
87300215	ELCBL T SIGNAL 14 2C	FOOT	654.000				
87300225	ELCBL T SIGNAL 14 3C	FOOT	654.000				
87301705	ELCBL C COMM 18 3PR	FOOT	2,973.000				
87500600	TS POST 10	EACH	2.000				
87800100	CONC FDN TY A	FOOT	6.000				
87800400	CONC FDN TY E 30D	FOOT	23.500				
87900200	DRILL EX HANDHOLE	EACH	20.000				
88102717	PED SH LED 1F BM CDT	EACH	2.000				
88102747	PED SH LED 2F BM CDT	EACH	2.000				

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Route
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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
88200510	TS BACKPLATE RET-REFL	EACH	34.000				
88800100	PED PUSH-BUTTON	EACH	6.000				
89500100	RELOC EX SIG HEAD	EACH	4.000				
89501250	RELOC EX TS EQUIP	EACH	2.000				
89501300	RELOC EX MAA & POLE	EACH	2.000				
89502210	MOD EX CONTR CAB	EACH	3.000				
89502300	REM ELCBL FR CON	FOOT	2,758.000				
89502350	REM & RE ELCBL FR CON	FOOT	4,726.000				
89502375	REMOV EX TS EQUIP	EACH	13.000				
89502380	REMOV EX HANDHOLE	EACH	6.000				
89502385	REMOV EX CONC FDN	EACH	3.000				

CONTRACT NUMBER

72E02

THIS IS THE TOTAL BID

\$ _____

NOTES:

1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

RETURN WITH BID

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

NA-FEDERAL

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

RETURN WITH BID

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

4. Suspension or 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: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

If "No" is checked, the bidder only needs to complete the signature box on this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**

PART I. IDENTIFICATION

Dept. of Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

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

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

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

FOR DEPARTMENT USE ONLY

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Return with Bid

Division of Highways
Proposal Bid Bond

Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____ (Signature and Title)

By _____ (Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.	
Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.	
Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764	Local Let Projects Submit forms to the Local Agency

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



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

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

(2) Work:

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

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

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

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

*Applies to trucking only

(4) Commitment

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

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

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

Signature for Contractor __ 1st Tier __ 2nd Tier

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

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

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

E _____

WC _____

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. Suspension or 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: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

If "No" is checked, the subcontractor only needs to complete the signature box on this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. January 20, 2017. 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. 72E02
LOGAN County
Section (22)RS-6,MED&(23)RS-5
Project ACHSIP-ACM-7706(005)
Route FAU 7706
District 6 Construction Funds**

1.54 miles of resurfacing, proposed raised median, drainage improvements and traffic signals on Lincoln Parkway from south of Kenwood Drive to north of IL 10 in the City of Lincoln.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-17)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", 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 FAU Route 7706 (Lincoln Parkway), Project ACHSIP-ACM-7706(005), Section (22)RS-6, MED & (23)RS-5, Logan County, Contract No. 72E02, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located within the corporate limits of the City of Lincoln, Logan County, Illinois along I-55 BL / Lincoln Parkway from south of Kenwood Dr. to north of IL 10 / Woodlawn Rd. The overall project length is 8,115 feet or 1.54 miles.

DESCRIPTION OF PROJECT

FAU 7706 (I-55 BL / Lincoln Parkway) is proposed to be resurfaced. In addition to the resurfacing, an 8 foot outside and 4 foot inside shoulders will be constructed along with a raised concrete median installed throughout the project limits. Major work items include earthwork, box culvert extensions, storm sewer and drainage structures, curb and gutter, median removal, sidewalk, entrance removal, intersection resurfacing, traffic signals, lighting, and other related items. This work shall be completed in a manner that minimizes the inconvenience of the motoring public and minimizes the impacts to the environment.

TRAFFIC CONTROL PLAN

Effective: November 1, 1984

Revised: January 2, 2007

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

Special attention is called to Sections 107 and 701 through 705 of the Standard Specifications for Road and Bridge Construction, and as amended by the Supplemental Specifications, Recurring Special Provisions, the Special Provisions contained herein, and the following highway standards relating to traffic control:

701101 This standard shall be used for all work activities within 2 ft to 15 ft from the edge of pavement. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL AND PROTECTION STANDARD 701101 will not be measured for payment in accordance with Article 701.19(a) of the Standard Specifications.

701106 This standard shall be used for all work activities greater than 15 ft from the edge of pavement. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL AND PROTECTION STANDARD 701106 will not be measured for payment in accordance with Article 701.19(a) of the Standard Specifications.

701306 This standard will be used on 2 lane / 2 way traffic during paving & milling operations. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL STANDARD 701306 will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701306.

701411 This standard shall be used to maintain access to the Old IL 121 entrance ramp during SB I-55 Business Loop mainline lane closures. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. Each ramp regardless of the number of setups required, shall be considered as one each for payment of TRAFFIC CONTROL AND PROTECTION STANDARD 701411.

70422 This standard shall be used during mainline surface operations on I-55 Business Loop and all resurfacing operations on IL 10. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL STANDARD 70422 will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 70422.

701426 This standard shall be used for all striping activities where the posted speed limit is 45 MPH or greater. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL AND PROTECTION STANDARD 701426 will not be measured for payment in accordance with Article 701.19(a) of the Standard Specifications.

701701 This standard shall be used when construction activities are involved at or near the various intersections along I-55 Business Loop. Types of work include median removal, widening, concrete curb and gutter, ADA ramps, etc. This work shall include all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, modify and remove all traffic control devices required as shown in the plans and as approved by the Engineer. TRAFFIC CONTROL STANDARD 701701 will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701701.

701701 Special This standard shall be used to perform the traffic signal modifications at the intersections of I-55 Business Loop and IL 10, Stalhut Dr. and 5th St. TRAFFIC CONTROL STANDARD 701701, SPECIAL will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701701(SPECIAL).

701901 This standard describes all permissible traffic control devices that can be utilized with the above mentioned traffic control standards. TRAFFIC CONTROL AND PROTECTION STANDARD 701901 will not be measured for payment in accordance with Article 701.19(a) of the Standard Specifications.

Traffic Control Spl. Specific traffic control plan details have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer. All traffic control, except temporary pavement markings, will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

BLR 21 Special This standard shall be used to perform the various culvert extensions along Postville Dr. TRAFFIC CONTROL STANDARD, BLR 21 SPECIAL will be measured and paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD BLR 21 (SPECIAL).

Limitations of Construction:

The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

1. The Contractor shall notify the District 6 Bureau of Operations at (217) 782-7314 21 days prior to implementing any traffic control.
2. The Contractor will be responsible for the traffic control devices at all times during construction activities and shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum.
3. The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications, as modified by these plans, and as directed by the Engineer.

4. All advance-warning signs shall be in new or like new condition at the start of the project. All warning signs shall be 48 inches by 48 inches and have a black legend on a fluorescent orange reflectorized background. Sign posts must be 4" x 4" wood posts according to Article 1007.05. The use of metal posts will not be permitted.
5. The Contractor shall also furnish and erect "Road Construction Ahead" signs (W20-1(O)-48) on all side roads when working within the limits of the project's side road intersections. These signs will not be paid for separately but cost considered included in the various traffic control and protection pay items.
6. The exact number, location and spacing of all signs and traffic control devices may be adjusted to fit field conditions, as directed by the Engineer.
7. Traffic Control and Protection Standards included in these plans shall be installed and operational at all times during construction of this section. I-55 Business Loop and IL 10 shall have at least one lane of traffic to be open in each direction at all times. Traffic shall be controlled by flaggers wherever necessary, per associated highway standards.
8. In addition, to the flagmen required by the various standards, additional flagmen shall be provided by the Contractor, if required by the Engineer, and they will be paid in accordance with Article 109.04 of the Standard Specifications.
9. All debris shall be removed from the pavement and shoulders prior to removal of traffic control and opening lanes to traffic after a lane closure.
10. Where construction operations result in a temporary drop-off between two traffic lanes and is open to traffic, "UNEVEN LANES" (W8-11(O)48) signs shall be used. The Contractor shall place the signs at the beginning of the drop-off area, just beyond freeway interchanges or major intersections on non-freeways and at such other locations within the drop-off area as the Engineer may direct to ensure a nominal spacing of (2 miles). The signs shall be placed just prior to the work that will result in the drop-off and shall remain in place until the drop-off is eliminated.
11. "BE PREPARED TO STOP" (W20-7B(O)) signs should be tripod mounted and installed 200 feet in advance of all lane closure tapers and be dual-displayed. When specified by the Engineer, they may be relocated to fit field conditions.
12. Where construction operations require the construction of temporary ramps, "BUMP SIGN" (W8-1(O)48) signs shall be used wherever warranted. The Contractor shall place the signs adjacent to the temporary ramp or as directed by the Engineer. The signs shall be placed just prior to the work that will result in the temporary ramp and shall remain in place until the temporary ramp is eliminated. This work shall be considered as included in the contract unit prices for the construction items involved and no additional compensation will be allowed.

13. Only one section of the Postville Dr. shall be closed at any one given time while extending culverts along the frontage road. Meaning the entire frontage road cannot be closed to traffic to perform all of the culvert extensions along Postville Dr. The culvert extensions that fall within a given section shall be completed and safely opened back up to traffic before work begins on a culvert in another section roadway.

CHANGEABLE MESSAGE SIGN

Revised November 1, 2016

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

“The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time.”

In addition to any changeable message signs shown in the traffic control standards, the Contractor shall furnish four Changeable Message Signs for this project. The signs shall be operational two weeks prior to any lane closure and shall be located as directed by the Engineer. Any relocation of the signs directed by the Engineer during construction will not be paid for separately, but shall be included in the cost of the Changeable Message Sign.

It is anticipated the following locations shall have one message board throughout the duration of the project:

- Eastbound IL 10 – west of Taylor Court
- Westbound IL 10 – east of Jefferson St.
- Southbound I-55 Business Loop – south of Old IL 121
- Northbound I-55 Business Loop – south of Broadwell Dr.

COMPLETION DATE PLUS WORKING DAYS

The contractor shall schedule his operations so as to complete all work and reopen all lanes to traffic by November 30, 2017. An additional 20 working days may be used after that date for cleanup or miscellaneous items that do not involve lane closure.

If the contractor fails to complete the required work by the final or interim completion dates he shall be liable to the Department for liquidated damages in accordance with Article 108.09 of the Standard Specifications and any other additional special provisions which may be attached herein which supplements Article 108.09.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

Name & Address of Utility	Type	Location	Estimated Date of Relocation Completed
Mr. Richard Combs AmerenCILCO 825 North MacArthur Springfield, IL 62701	Gas	Possible conflicts where cross road culverts are being extended under Postville Dr.	Before Construction & As Encountered
Mr. Dave Schonauer Illinois American Water 1100 Keokuk St. Lincoln, IL 62656	Water	NE & NW Corners of I-55 BL and IL 10& I-55 BL at STA 27+16 RT& STA 30+80 RT to STA 33+25 RT	Before Construction & As Encountered
Ms. Tena Stoudt Frontier Communications of Illinois 117 W. Jefferson St. Mt. Pulaski, IL 62548	Fiber Optic	Possible conflict along E side of Postville Dr. STA 6+70, STA 16+80 & STA 31+70. W side of Postville Dr. STA 30+88 to STA 33+25	Before Construction & As Encountered
Metro Communications Company, INC 8 S. Washington St. Suite 200 Sullivan, IL 61951	Communications	None Anticipated	N/A
Mr. Dave Bly Comcast Communications 711 South Dirksen Parkway Springfield Illinois 62703	Cable	None Anticipated	N/A
Ms. Sherrie Gary Ameren/Central Illinois Light Co. 825 North MacArthur Springfield, IL 62702	Electric	Frontage Rd - STA53+10 LT & STA 47+40 RT Also the NW Corner of I-55 BL & IL 10	Before Construction & As Encountered

Mr. David F. Hagemann Panhandle Eastern Pipeline Co. 11615 Old Route 66 Glenarm, IL 62536	Pipeline	None Anticipated	N/A
Mr. Dave Lunemann Fiber Utility Group 222 3 rd Avenue Cedar Rapids, IA 52401	Fiber Optic	None Anticipated	N/A
Tim Ferguson City of Lincoln Waste Water Treatment 150 West Kickapoo St. Lincoln, IL 62656	Sewer	None Anticipated	N/A
Mr. Walt Landers Street Department City of Lincoln 700 Broadway St. P.O. Box 509 Lincoln, IL 62656	Water	None Anticipated	N/A
Mr. Jerry Pickett CMS Fiber 120 West Jefferson St. Springfield, IL 62702	Fiber Optic	None Anticipated	N/A

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.39, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

UNDERGROUND FACILITIES

Revised: February 1, 1996

The Contractor's attention is directed to the presence of state-owned underground electrical cable within the limits of the proposed improvement. The Contractor shall request the Illinois Department of Transportation in Springfield, Bureau of Traffic (217-524-9161), to locate the underground facilities, providing a minimum of 72 hours notice. The Illinois Department of Transportation IS NOT a member of the Joint Utility Locating Information for Excavators (JULIE) System.

Any damage to the underground facilities, caused by the Contractor resulting from his failure to contact the Illinois Department of Transportation as specified above or from negligent operation, shall be repaired to the satisfaction of the Department at the Contractor's expense, including temporary repairs which may be required to keep the facility operational while material is being obtained to make permanent repairs. Splicing of electric cable will not be allowed. Electric cables shall be replaced from pole to pole or controller.

CONSTRUCTION PROCEEDURE FOR PUBLIC EVENTS

Effective: October 1, 1990

There shall be no construction activity along Postville Rd adjacent to the Logan County Fair Grounds and no lane closures will be permitted along IL 10 / Woodlawn Road during:

Logan County Fair - August 3rd - 13th, 2017
Lincoln Balloon Festival - August 25th - 26th, 2017

No broken pavement, open holes, or trenches shall remain on, or adjacent to, the traveled way during this event. Barricades, cones, drums or other warning devices shall also be removed from the traveled way during these periods. These periods shall begin at 3:30 p.m. of the day preceding the beginning day of each event, and end at 12:00 midnight on the final day of each event.

Any inconvenience caused to the Contractor in complying with this Special Provision shall be considered as included in the cost of the contract and no additional compensation will be allowed.

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

Special Union Pacific Railroad requirements as follows:

1. Contractor's Commercial General Liability Insurance shall carry the following endorsements:

A. The employee and workers compensation related exclusions in the above policy apply only to contractor's employees.

B. The exclusion for railroads (except where the job site is more than 50' from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings) and explosion, collapse, and underground hazard shall be removed.

C. Waiver of subrogation.

2. Railroad Protective Liability Insurance can be obtained at the following:
www.uprr.com/reus/rrinsure/insurovr.shtml.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad Company 1400 Douglas St. Omaha, NE 68179	0	2 per week at 10 mph
DOT/AAR No.:291.188F RR Division: St. Louis	RR Mile Post: 63.30 RR Sub-Division: Havana Spur	
For Freight/Passenger Information Contact: Rich Ellison		Phone: 314-331-0566 or 847-323-7197
For Insurance Information Contact: Marsh USA (Donna McLaughlin) Phone: 816-556-4226		

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

SEQUENCE OF CONSTRUCTION

The following sequence of construction and requirements shall be followed unless the Contractor submits an alternate plan in detail and receives written approval from the Engineer before work starts.

Stage 1 Construction:

Lincoln Parkway (north of IL 10)

No construction activities

Lincoln Parkway (south of IL 10 to Stalhut Dr.)

Remove existing outside shoulder and construct the proposed 8 foot outside shoulder for both the NB and SB lanes. Construct box culvert extensions and ditch pipe for the NB and SB lanes at STA 6+71.00 and STA 16+80.00. Remove existing 36 inch pipe at the east access road at approximate STA 6+00.00 and install dual 18 inch pipes and pavement patching. Also construct the proposed ditches for both the NB and SB lanes and install the first lift of the aggregate wedge shoulders. The traffic signal interconnect shall be relocated as well.

Lincoln Parkway (Stalhut Dr. intersection)

Construct proposed ditches on both the NB and SB lanes.

Lincoln Parkway (Stalhut Dr. to 5th St.)

Remove existing outside shoulders and construct proposed 8 foot outside shoulders. Remove existing pipe culvert and construct pavement patching for the SB driving lane at STA 25+08.00. Construct box culvert extensions and ditch pipe on the NB and SB lanes at approximate STA 31+70.00. Also construct the proposed ditches for both the NB and SB lanes and install the first lift of the aggregate wedge shoulders. The traffic signal interconnect shall be relocated as well.

Lincoln Parkway (5th St. intersection)

Construct both the NB and SB ditches.

I-55 Business Loop/Lincoln Parkway (5th St. to railroad crossing)

Remove existing outside shoulders and construct proposed 8 foot outside shoulders. Install proposed storm sewer from the driving lane to the ditch at STA 47+75.00 for both the NB and SB lanes. The right end section shall not be installed in Stage 1. The existing 24 inch pipe shall remain during Stage 1 until the entire storm sewer is in place and working to accommodate drainage. Also construct the proposed ditches for both the NB and SB lanes and install the first lift of the aggregate wedge shoulders.

I-55 Business Loop/Lincoln Parkway (railroad crossing to the end of the project)

Remove existing outside shoulders and construction proposed 8 foot outside shoulders. Install proposed storm sewer from the passing lane to the ditch on both the NB and SB lanes at STA 49+50.00. Construct box culvert extensions and ditches on the NB and SB lanes at STA 50+40.00, STA 54+61.00 and STA 62+20.00 construct both the NB and SB ditches. Remove the existing 24 inch pipe from the driving lane to the ditch crossing I-55 Business Loop at STA 66+60.00. Construct entrances at STA 52+10.00 and STA 68+84.32. Remove existing frontage road and construct ditch from Stringer Avenue to the cemetery entrance on the NB lane. Also construct the proposed ditches for both the NB and SB lanes and install the first lift of the aggregate wedge shoulders.

IL 10/121/Woodlawn Road

Install the pedestrian push buttons and signal heads on the NE and NW quadrants and corner islands of the intersection.

Stalhut Dr.

Relocate existing traffic signals and foundations on the NE and SE quadrants of the intersection.

5th St.

Relocate existing signal heads on the NE and SW quadrants of the intersection.

Stringer Avenue

Remove south island median and construct base course. Remove part of the existing pavement and install curb and gutter. Remove existing Frontage Road and existing median. Construct ditch on the south side and install cross road culvert.

Kenwood Dr.

No construction activities

Postville Dr. (Frontage Road)

Remove existing pipes and construct box culvert extension at locations 1, 2, 3, 4, and 5 as shown on the plans. Remove existing 30 inch pipe culvert at location 6. Construct pavement patching and ditch work at all locations.

Stage 1 Traffic:

I-55 Business Loop/Lincoln Parkway

Traffic is reduced from two lanes to one lane and is shifted to the inside lane. Maintain one lane of traffic throughout the project in both NB and SB directions as shown in the maintenance of traffic sheets. Left turn lanes shall be provided as shown in the maintenance of traffic sheets. Use IDOT standards Traffic Control Special and 701701 at the intersections.

IL 10/121/Woodlawn Road

Maintain two lanes of traffic in both the EB and WB directions. Use IDOT Standard 701701, Special to install pedestrian push buttons and signal heads in the NE and NW quadrants of the intersection.

Stalhut Dr.

Maintain one lane of traffic in both the EB and WB directions. Use IDOT Standard 701701, Special to relocate the existing mast arms in the NE and SE quadrants of the intersection.

5th St.

Maintain one lane of traffic in both the EB and WB directions. Use IDOT Standard 701701, Special to relocate the existing signal heads in the NE and SW quadrants of the intersection.

Stringer Avenue

Maintain one lane in each direction as shown in the maintenance of traffic sheets. Use IDOT standard 701306 to facilitate traffic during the removal of the island median and installation of base course.

Kenwood Dr.

Maintain one lane of traffic in both the EB and WB directions.

Postville Dr. (Frontage Road)

Maintain one lane of traffic in both directions. However the contractor shall be allowed to close a section of the frontage road during the construction of the box culvert extensions. Use IDOT standard BLR 21 Special to construct the culvert extensions.

Stage 2 Construction:

Lincoln Parkway (north of IL 10)

Remove existing median and construct proposed median and base course, construct milling and HMA level binder of the passing lanes and inside turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (south of IL 10 to Stalhut Dr.)

Remove existing median, storm sewer pipe, inlets, pipe culverts and construct base course, proposed 4 foot shoulders, curb and gutter and median surface. Construct milling and HMA level binder of the passing lane and inside turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (Stalhut Dr. intersection)

Perform milling and HMA level binder at the intersection.

Lincoln Parkway (Stalhut Dr. to 5th St.)

Remove existing median, pipe culvert and construct base course, pavement patching, 4 foot shoulders, curb and gutter and median surface. Construct milling and HMA level binder of the passing lane and inside turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (5th St. intersection)

Perform milling and HMA level binder at the intersection.

I-55 Business Loop/Lincoln Parkway (5th St. to railroad crossing)

Remove existing median and construct base course, 4 foot shoulders, curb and gutter and median surface. Construct storm sewer for the inside NB and SB lanes, once this has been constructed remove the existing 24 inch pipe culvert from the SB passing lane to NB passing lane, plug the existing remaining 24 inch pipe culvert and construct pavement patching. Construct milling and HMA level binder for the passing lanes and inside turn lane. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

I-55 Business Loop/Lincoln Parkway (railroad crossing to the end of the project)

Construct base course, 4 foot shoulders, curb and gutter and median surface. Construct proposed storm sewer, inlets and manholes just north of the railroad crossing. Remove the remaining 24 inch pipe culvert at approximate STA 66+60.00 and construct pavement patching. Construct milling and HMA level binder for the passing lanes and inside turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

IL 10/121/Woodlawn Road

Remove existing median as shown in the removal plans and construct proposed curb and gutter, median and base course. Construct milling and HMA level binder for the passing lanes and inside turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Stalhut Dr.

No construction activities.

5th St.

No construction activities.

Stringer Avenue

No construction activities.

Kenwood Dr.

No construction activities.

Postville Dr. (Frontage Road)

No construction activities.

Stage 2 Traffic:

I-55 Business Loop/Lincoln Parkway

Traffic is reduced from two lanes to one lane and is shifted to the outside lane and new shoulder constructed in Stage 1. Maintain one lane of traffic throughout the project in both the NB and SB direction as shown in the maintenance of traffic sheets. Left turn lanes shall be provided as shown in the maintenance of traffic sheets. Use IDOT standards Traffic Control Special and 701701 for milling, patching and HMA level binder at the intersections.

IL 10/121/Woodlawn Road

Traffic is reduced from two lanes to one lane and is shifted to the outside lane as shown in the maintenance of traffic sheets. Maintain one lane of traffic in both the EB and WB direction. Use IDOT standards 701422 and 701701 for milling, patching and HMA level binder at the intersection of I-55 Business Loop/Lincoln Parkway.

Stalhut Dr.

Maintain one lane of traffic in both the EB and WB directions. Use IDOT standard 701306 to facilitate traffic during the milling, patching and HMA level binder on I-55 Business Loop/Lincoln Parkway.

5th St.

Maintain one lane of traffic in both the EB and WB directions. Use IDOT standard 701306 to facilitate traffic during the milling, patching and HMA level binder on I-55 Business Loop/Lincoln Parkway.

Stringer Avenue

Maintain one lane of traffic in both the EB and WB directions. Use IDOT standard 701306 to facilitate traffic during the milling, patching and HMA level binder on I-55 Business Loop/Lincoln Parkway.

Kenwood Dr.

Maintain one lane of traffic in both the EB and WB directions. Use IDOT standard 701306 to facilitate traffic during the milling, patching and HMA level binder on I-55 Business Loop/Lincoln Parkway.

Postville Dr. (Frontage Road)

Maintain one lane of traffic in both directions.

Stage 3 Construction:

Lincoln Parkway (north of IL 10)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (south of IL 10 to Stalhut Dr.)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (Stalhut Dr. intersection)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (Stalhut Dr. to 5th St.)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Lincoln Parkway (5th St. intersection)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

I-55 Business Loop/Lincoln Parkway (5th St. to railroad crossing)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder. Remove existing 24 inch pipe culvert and construct pavement patching at STA 48+11.00 for both the NB and SB lanes. Install end section on the right side for proposed storm sewer at STA 47+75.00.

I-55 Business Loop/Lincoln Parkway (railroad crossing to the end of the project)

Milling and HMA level binder of NB and SB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

IL 10/121/Woodlawn Road

Milling and HMA level binder of EB and WB driving lanes, shoulders and right turn lanes. After variable depth milling has been completed, the remaining pavement shall be patched as directed by the Engineer prior to the placement of the HMA level binder.

Stalhut Dr.

Milling and HMA level binder of all lanes.

5th St.

Milling and HMA level binder of all lanes.

Stringer Avenue

Milling and HMA level binder of all lanes.

Kenwood Dr.

Milling and HMA level binder of all lanes.

Postville Dr. (Frontage Road)

No construction activities.

Stage 3 Traffic:

I-55 Business Loop/Lincoln Parkway

Traffic is reduced from two lanes to one lane and is shifted to the inside lanes in both the NB and SB directions. Maintain one lane of traffic in both the NB and SB lanes using the same layout as Stage 1. Use IDOT standards Traffic Control Special and 701701 for milling, patching and HMA level binder at the intersections.

IL 10/121/Woodlawn Road

Traffic is reduced from two lanes to one lane and is shifted to the inside lanes. Maintain one lane of traffic in both the EB and WB directions. Use IDOT standard 701422 and 701701 for milling, patching and HMA level binder.

Stalhut Dr.

Use IDOT standard 701306 and 701701 for milling and HMA level binder activities.

5th St.

Use IDOT standard 701306 and 701701 for milling and HMA level binder activities.

Stringer Avenue

Use IDOT standard 701306 and 701701 for milling and HMA level binder activities.

Kenwood Dr.

Use IDOT standard 701306 and 701701 for milling and HMA level binder activities.

Postville Dr. (Frontage Road)

Maintain one lane of traffic in both directions.

Stage 4 Construction:

Lincoln Parkway (north of IL 10)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

Lincoln Parkway (south of IL 10 to Stalhut Dr.)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

Lincoln Parkway (Stalhut Dr. intersection)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

Lincoln Parkway (Stalhut Dr. to 5th St.)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

Lincoln Parkway (5th St. intersection)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

I-55 Business Loop/Lincoln Parkway (5th St. to railroad crossing)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

I-55 Business Loop/Lincoln Parkway (railroad crossing to project end)

HMA surface, final lift of aggregate shoulders and pavement striping for NB and SB lanes.

IL 10/121/Woodlawn Road

HMA surface and pavement striping for EB and WB lanes.

Stalhut Dr.

HMA surface and pavement striping of all lanes.

5th St.

HMA surface and pavement striping of all lanes.

Stringer Avenue

HMA surface and pavement striping of all lanes.

Kenwood Dr.

Incidental HMA surfacing.

Postville Dr. (Frontage Road)

No construction activities.

Stage 4 Traffic:

I-55 Business Loop/Lincoln Parkway

Use IDOT standards 701422 and 701701 to facilitate traffic during construction.

IL 10/121/Woodlawn Road

Use IDOT standards 701422 and 701701 to facilitate traffic during construction.

Stalhut Dr.

Use IDOT standard 701306 and 701701 to facilitate traffic during construction.

5th St.

Use IDOT standard 701306 and 701701 to facilitate traffic during construction.

Stringer Avenue

Use IDOT standard 701306 and 701701 to facilitate traffic during construction.

Kenwood Dr.

Use IDOT standard 701306 and 701701 to facilitate traffic during construction.

Postville Dr. (Frontage Road)

Maintain one lane of traffic in both directions.

UNPUBLISHED TELEPHONE NUMBERS FOR ENGINEER'S FIELD OFFICE

Effective March 21, 2002

Revised January 1, 2012

Add the following sentence to the end of Paragraphs 670.02(i)(2) and 670.04(f)(2):

All of the telephone lines provided shall have unpublished numbers.

HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

Description: This work shall be performed in accordance with applicable portions of Section 440 of the Standard Specifications and the following additional requirements.

Construction Requirements: The intent of Hot-Mix Asphalt Surface Removal, Variable Depth on this project is to provide a variable removal depth that will remove all, or portions of, failing existing HMA layers and to improve the overall smoothness and uniformity of the existing pavement surface prior to resurfacing. The intended results are:

- Remove bumps elevated above the plane of the pavement.
- Correct and provide a uniform cross slope.
- Create milled slope edge treatments to eliminate vertical drop offs greater than 1 1/2".

The typical cross sections and existing HMA surface information plan sheets, show expected milling depths and cross slopes to achieve this result. The Engineer will monitor the milling and adjust the milling scheme as necessary to provide the closest possible match to the intended results.

Longitudinal vertical drop-offs due to variable depth milling operations that are greater than 1 1/2" shall have a milled sloped edge treatment cut at a minimum of 1:8 to eliminate the vertical edge before being opened to traffic. Milled slope edge treatments will be required at all mainline locations traffic would be required to traverse the drop-off. Milled slope edge treatments are expected to occur at intersection locations only.

Method of Measurement: This work shall be measured for payment according to applicable portions of Article 440.07 of the Standard Specifications. No deduction shall be made for areas traversed by the milling machine where the teeth do not touch the pavement surface provided the work is performed to meet the intent of this special provision and as directed by the Engineer.

Milled slope edge treatments will not be measured for payment, but considered included in the overall area scheduled for Hot-Mix Asphalt Surface Removal, Variable Depth.

Method of Payment: This work shall be paid for according to applicable portions of Article 440.08 of the Standard Specifications. Milled slope edge treatments will not be considered for payment and will be considered included in the overall unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH) which price shall include all labor, materials and equipment necessary to complete the work as detailed in the plans.

MILLING RESTRICTIONS

IL 10 / IL 121 / LINCOLN PARKWAY INTERSECTION AREA

At locations where the traffic control plan allows traffic on a milled surface, leveling binder shall be placed within 2 calendar days.

This restriction applies to IL 10 / IL 121 / Woodlawn Road and Lincoln Parkway north of STA 1762+29 mainline and turn lanes.

LEVELING BINDER (MACHINE METHOD), N50

This work consists of placing leveling binder at a consistent lift thickness as shown in the plans. This work shall be performed according to Section 406 of the Standard Specifications for Road and Bridge Construction.

Revise the second paragraph of Article 406.05(c)(1) to read, "Where areas to be leveled are greater than 2 in. in depth , the leveling binder shall be placed in lifts not exceeding maximum depth of 2.5 in."

Where the thickness of leveling binder is 2.25 in. or greater, the mixture composition may be IL-19.0.

The special provision for HMA-Quality Control for Performance shall apply as shown in the plans. Mixture placed having a lift thickness less than 1.25 in. may be sampled from the delivery truck bed at the project site according to the Department's HMA Level I Course Manual and as approved by the Engineer. Density requirements will apply when the nominal compacted thickness is: 1.25 in. or greater for IL-9.5 mixtures; and 2.25 in. or greater for IL-19.0 mixtures.

If both an IL-9.5 and IL-19.0 mixture composition are used for this item, the final Composite QCP Pay Factor will be calculated based on a weighted average according to the following:

$$\frac{\{(Tons\ IL-9.5\ Mixture) \times (IL-9.5\ Composite\ Pay\ Factor,\ \%) + (Tons\ IL-19.0\ Mixture) \times (IL-19.0\ Composite\ Pay\ Factor,\ \%)\}}{Total\ Tons}$$

LEVELING BINDER (MACHINE METHOD), N50, SPECIAL

This work shall consist of placing variable depth leveling binder to adjust cross-slope as shown in the plans.

Revise Article 406.05(c) to read:

“Leveling Binder. The mixture composition used for leveling binder shall be as listed in the following table.

Nominal, Compacted, Leveling Binder Lift Thickness, in. *	Mixture Composition
Less than or equal to 2.5 in.	IL 9.5
Greater than or equal to 2.25 in	IL 19.0

* Minimum thickness placed over the width to be paved in a single pass.

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted lift thickness is 1.25 in. for IL-9.5 mixtures and 2.25 in. for IL 19.0 mixtures. The compacted lift thickness of IL-9.5 mixtures shall not exceed 2.5 in. The compacted lift thickness of IL 19.0 mixtures shall not exceed 4 inches. The total thickness of leveling binder placed in one day will be limited to 8 inches.”

The special provision for HMA – Quality Control for Performance shall apply as shown in the plans. Mixture placed having a lift thickness less than 1.25 in. may be sampled from the delivery truck bed at the project site according to the Department’s HMA Level I Course Manual and as approved by the Engineer. The Density Pay Factor will be 100%. Field density shall be determined according to Article 1030.05. If both an IL-9.5 and IL-19.0 mixture composition are used for this item, the final Composite QCP Pay Factor will be calculated based on a weighted average according to the following:

$$\frac{\{(Tons\ IL-9.5\ Mixture) \times (IL-9.5\ Composite\ Pay\ Factor,\ \%) + (Tons\ IL-19.0\ Mixture) \times (IL-19.0\ Composite\ Pay\ Factor,\ \%)\}}{Total\ Tons}$$

HOT MIX ASPHALT QUALITY CONTROL FOR PERFORMANCE (CBM)

Effective: January 1, 2012

Revised: January 2, 2017

Description. This special provision describes the procedures for production, placement and payment of hot-mix asphalt (HMA) under the quality control for performance (QCP) program. This special provision shall apply to the HMA mixtures specified in the plans. This work shall be according to the Standard Specifications except as modified herein.

Delete Articles:	406.06(b)(1), 2 nd Paragraph	(Temperature Requirements)
	406.06 (e), 3 rd Paragraph	(Paver Speed Requirements)
	406.07(b)	(Rolling)
	406.07(c)	(Density)
	1030.05(a)(4, 5, 9,)	(QC/QA Documents)
	1030.05(d)(2)a.	(Plant Tests)
	1030.05(d)(2)b.	(Dust-to-Asphalt and Moisture Content)
	1030.05(d)(2)d.	(Small Tonnage)
	1030.05(d)(2)f.	(HMA Sampling)
	1030.05(d)(3)	(Required Field Tests)
	1030.05(d)(4)	(Control Limits)
	1030.05(d)(5)	(Control Charts)
	1030.05(d)(7)	(Corrective Action for Field Tests (Density))
	1030.05(e)	(Quality Assurance by the Engineer)
	1030.05(f)	(Acceptance by the Engineer)
	1030.06(a), 2 nd paragraph	(Before start-up...)

Definitions.

- (a) Quality Control (QC). All production and construction activities by the Contractor required to achieve the required level of quality.
- (b) Quality Assurance (QA). All monitoring and testing activities by the Engineer required to assess product quality, level of payment, and acceptability of the product.
- (c) Pay Parameters. Pay parameters shall be field voids in the mineral aggregate (Field VMA), voids, and density. Field VMA will be calculated using the combined aggregates bulk specific gravity (G_{sb}) from the mix design.
- (d) Mixture Lot. A mixture lot shall begin once an acceptable test strip has been completed and the adjusted job mix formula has been determined. If the test strip is waived, a mixture lot shall begin with the start of production. A mixture lot shall consist of four sublots unless it is the last or only lot, in which case it may consist of as few as one subplot.

- (e) Mixture Sublot. A mixture sublot for Field VMA, voids, and dust/AC will be a maximum of 1000 tons (910 metric tons).
- (1) If the remaining quantity is greater than 200 tons (180 metric tons) but less than 1000 tons (910 metric tons), the last mixture sublot will be that quantity.
 - (2) If the remaining quantity is 200 tons (180 metric tons) or less, the quantity shall be combined with the previous mixture sublot.
- (f) Density Interval. Density intervals shall be every 0.2 miles (320 m) for lift thicknesses of 3 in. (75 mm) or less and 0.1 miles (160 m) for lift thicknesses greater than 3 in. (75 mm). If a density interval is less than 200 ft (60 m), it will be combined with the previous density interval.
- (g) Density Sublot. A density sublot shall be the average of five consecutive density intervals.
- (1) If less than three density intervals remain outside a density sublot, they shall be included in the previous density sublot.
 - (2) If three or more density intervals remain, they shall be considered a density sublot.
- (h) Density Test. A density test shall consist of a core taken at a random location within each density interval.

When establishing the target density, the HMA maximum theoretical gravity (G_{mm}) shall be based on the running average of four Department test results. Initial G_{mm} shall be based on the average of the first four test results. If less than four G_{mm} results are available, an average of all available Department G_{mm} test results shall be used.

If the Contractor opts to use intelligent compaction, the Contractor may receive 100 percent for the density pay factor in Equation 1 of the Department's Manual of Test Procedure for Materials "QCP Pay Calculation" document for each applicable HMA mixture. The Contractor may only select this option if the HMA Mixture Requirements table on the plans specifies values in the "Roller Type / Number of Passes / Compaction Temperature Range" cell. Intelligent compaction shall be performed according to the Department's Manual of Test Procedure for Materials "Procedure for Intelligent Compaction".

Quality Control (QC) by the Contractor. The Contractor’s QC plan shall include the schedule of testing for both pay parameters and non-pay parameters required to control the product such as asphalt binder content and mixture gradation. The minimum test frequency shall be according to the following table.

Minimum Quality Control Sampling and Testing Requirements

Quality Characteristic		Minimum Test Frequency
Mixture Gradation		1 per subplot
Asphalt Binder Content		
Dust/AC Ratio		
Field VMA		
Voids	G_{mb}	
	G_{mm}	

The Contractor’s splits in conjunction with other quality control tests shall be used to control production.

The Contractor shall submit split jobsite mix sample test results to the Engineer within 48 hours of the time of sampling. All QC testing shall be performed in a qualified laboratory by personnel who have successfully completed the Department’s HMA Level I training.

Quality Assurance (QA) by the Engineer. Quality Assurance by the Engineer will be as follows.

- (a) Voids, Field VMA and Dust/AC Ratio. The Engineer will determine the random tonnage and the Contractor shall be responsible for obtaining the sample according to the Department’s Manual of Test Procedures for Materials “PFP Hot-Mix Asphalt Random Jobsite Sampling Procedure”.
- (b) Density: After final rolling, the Engineer will identify the random core locations within each density testing interval according to the Department’s Manual of Test Procedures for Materials “PFP and QCP Random Density Procedure”.

The Contractor shall cut the 4 in. (100 mm) cores within the same day and prior to opening to traffic unless otherwise approved by the Engineer. All core holes shall be filled immediately upon completion of coring. All water shall be removed from the core holes prior to filling. All core holes shall be filled with a rapid hardening mortar or concrete which shall be mixed in a separate container prior to placement in the hole. Any depressions in the surface of the filled core holes greater than 1/4 in. (6 mm) at the time of final inspection will require removal of the fill material to the depth of the lift thickness and replacement.

The Engineer will witness and secure all mixture and density samples. The Contractor shall transport the secured sample to a location designated by the Engineer.

The Engineer will test one or all of the randomly selected split samples from each lot for voids, Field VMA and dust/AC ratio. The Engineer will test a minimum of one sample per project. The Engineer will test all of the pavement cores for density unless intelligent compaction is used. All QA testing will be performed in a qualified laboratory by personnel who have successfully completed the Department's HMA Level I training. QA test results will be available to the Contractor within ten working days from receipt of secured cores and split mixture samples.

The Engineer will maintain a complete record of all Department test results and copies will be provided to the Contractor with each set of subplot results. The records will contain, as a minimum, the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results do not meet the 100% subplot pay factor limits or do not compare to QC results within the precision limits listed below, the Engineer will test all split mix samples for the lot.

Test Parameter	Limits of Precision
G _{mb}	0.030
G _{mm}	0.026
Field VMA	1.0 %

Acceptance by the Engineer. All of the Department's tests shall be within the acceptable limits listed below:

Parameter		Acceptable Limits
Field VMA		-1.0 – +3.0% ^{1/}
Voids		2.0 – 6.0%
Density	IL-9.5, IL-19.0, IL-4.75, IL-9.5FG ^{3/}	90.0 – 98.0%
	SMA	92.0 – 98.0%
Dust / AC Ratio		0.4 – 1.6 ^{2/}

1/ Based on minimum required VMA from mix design

2/ Does not apply to SMA.

3/ Acceptable density limits for IL-9.5FG placed less than 1.25 in. shall be 89.0% - 98.0%

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

Basis of Payment. Payment will be based on the calculation of the composite pay factor using QA test results for each mixture according to the Department's Manual of Test Procedure for Materials "QCP Pay Calculation" document.

If the intelligent compaction option is chosen, the Contractor may receive 100 percent for the density pay factor in Equation 1 of the Department’s Manual of Test Procedure for Materials “QCP Pay Calculation” document for each applicable HMA mixture. If the specified roller type, passes, temperature and speed requirements are not met, the density pay adjustments will apply.

Dust/AC Ratio. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested mixture subplot is outside of this range, the Department will test the remaining sublots for dust/AC pay adjustment.

Dust/AC Pay Adjustment Table^{1/}

Range	Deduct / subplot
$0.6 \leq X \leq 1.2$	\$0
$0.5 \leq X < 0.6$ or $1.2 < X \leq 1.4$	\$1000
$0.4 \leq X < 0.5$ or $1.4 < X \leq 1.6$	\$3000
$X < 0.4$ or $X > 1.6$	Shall be removed and replaced

1/ Does not apply to SMA.

HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT

Effective: March 1, 2016

Revised: June 29, 2016

Longitudinal joint sealant (LJS) will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, “Performance Graded Asphalt Binder Acceptance Procedure” with the following exceptions. Articles 3.1.9 and 3.4.1.4 of the policy memorandum will be excluded.

Add the following to Article 406.02 of the Standard Specifications.

“(d) Longitudinal Joint Sealant (LJS) (Note 2.)

Note 2. The bituminous material used for the LJS shall be according to the following table. Elastomers shall be added to a base asphalt and shall be either a styrene-butadiene diblock or triblock copolymer without oil extension, or a styrene-butadiene rubber. Air blown asphalt, acid modification, or other modifiers will not be allowed. LJS in the form of pre-formed rollout banding may also be used.

Test	Test Requirement	Test Method
Dynamic shear @ 82°C (unaged), G*/sin δ, kPa	1.00 min.	AASHTO T 315
Creep stiffness @ -18°C (unaged), Stiffness (S), MPa m-value	300 max. 0.300 min.	AASHTO T 313
Ash, %	6.0 max.	AASHTO T 111
Elastic Recovery, 100 mm elongation, cut immediately, 25°C, %	58 min.	ASTM D6084 (Procedure A)
Separation of Polymer, Difference in °C of the softening point (ring and ball)	3 max.	ITP Separation of Polymer from Asphalt Binder”

Add the following to Article 406.03 of the Standard Specifications.

“(j) Longitudinal Joint Sealant (LJS) Pressure Distributor (Note 2.)

(k) Longitudinal Joint Sealant (LJS) Melter Kettle (Note 3.)

Note 2. When a pressure distributor is used to apply the LJS, the distributor shall be equipped with a heating and recirculating system along with a functioning auger agitating system or vertical shaft mixer in the hauling tank to prevent localized overheating.

Note 3. When a melter kettle is used to transport and apply the LJS longitudinal joint sealant, the melter kettle shall be an oil jacketed double-boiler with agitating and recirculating systems. Material from the kettle may be dispensed through a pressure feed wand with an applicator shoe or through a pressure feed wand into a hand-operated thermal pushcart.”

Revise Article 406.06(g)(2) of the Standard Specifications to read:

“(2) Longitudinal Joints. Unless prohibited by stage construction, any HMA lift shall be complete before construction of the subsequent lift. The longitudinal joint in all lifts shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

When stage construction prohibits the total completion of a particular lift, the longitudinal joint in one lift shall be offset from the longitudinal joint in the preceding lift by not less than 3 in. (75 mm). The longitudinal joint in the surface course shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

A notched wedge longitudinal joint shall be used between successive passes of HMA binder course that has a difference in elevation of greater than 2 in. (50 mm) between lanes on pavement that is open to traffic.

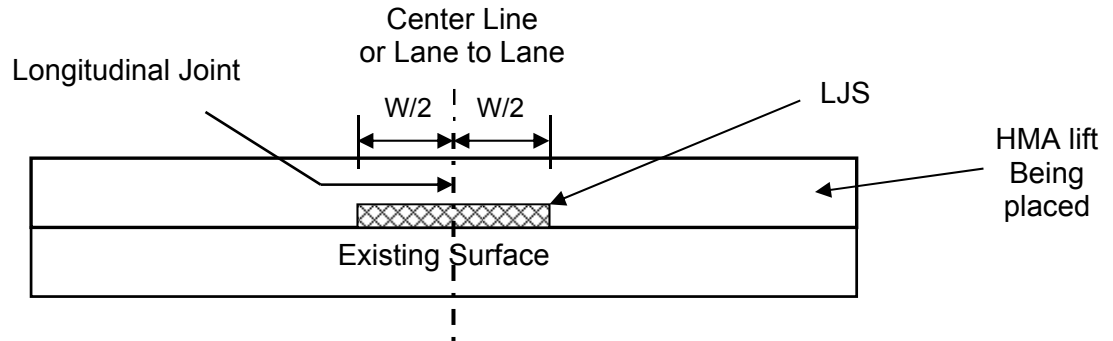
The notched wedge longitudinal joint shall consist of a 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the lane line, a 9 to 12 in. (230 to 300 mm) wide uniform taper sloped toward and extending into the open lane, and a second 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the outside edge.

The notched wedge longitudinal joint shall be formed by the strike off device on the paver. The wedge shall then be compacted by the joint roller.

When using a notched wedge joint, the bituminous material specified for the mainline tack coat shall be applied to the entire face of the longitudinal joint immediately prior to placing the adjacent lift of binder. The material shall be uniformly applied at a rate of 0.05 to 0.1 gal/sq yd (0.2 to 0.5 L/sq m).

When the use of longitudinal joint sealant (LJS) is specified, it shall be applied for all lifts of paving excluding lifts of IL-4.75 mm mixtures. The surface to which the LJS is applied shall be dry and cleaned of all dust, debris, and any substances that will prevent the LJS from adhering. Cleaning shall be accomplished by means of a sweeper/vacuum truck, power broom, air compressor or by hand. The LJS may be placed before or after the tack or prime coat. When placed after the tack or prime coat, the tack or prime shall be fully cured prior to placement of the LJS.

The LJS application shall be centered under the joint of the HMA lift being constructed within 2 in. (50 mm) of the joint.



The width and minimum application rate shall be according to the following table:

LJS Application Rate Table		
Overlay Thickness in. (mm)	LJS Width "W" in. (mm)	Application Rate ^{1/} lb/ft (kg/m)
HMA Mixtures ^{2/}		
3/4 (19)	18 (450)	0.88 (1.31)
1 (25)	18 (450)	1.15 (1.71)
1 1/4 (32)	18 (450)	1.31 (1.95)
1 1/2 (38)	18 (450)	1.47 (2.19)
1 3/4 (44)	18 (450)	1.63 (2.43)
2 (50)	18 (450)	1.80 (2.68)
2 1/4 (60)	18 (450)	1.96 (2.92)
2 1/2 (63)	18 (450)	2.12 (3.16)
2 3/4 (70)	18 (450)	2.29 (3.41)
3 (75)	18 (450)	2.45 (3.65)
3 1/4 (83)	18 (450)	2.61 (3.89)
3 1/2 (90)	18 (450)	2.78 (4.14)
3 3/4 (95)	18 (450)	2.94 (4.38)
4 (100)	18 (450)	3.10 (4.62)
SMA Mixtures ^{2/}		
1 1/2(38)	12 (300)	0.83 (1.24)
1 3/4 (44)	12 (300)	0.92 (1.37)
2 (50)	12 (300)	1.00 (1.49)

1/ The application rate has a surface demand for liquid included within it. The nominal thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application. The width and weight/foot (mass/meter) shall be maintained.

2/ In the event of a joint between an SMA and HMA mixture, the SMA application rate will be used.

The Contractor shall furnish to the Engineer a bill of lading for each tanker supplying material to the project. The application rate of LJS will be verified within the first 1000 ft (300 m) of the day's scheduled application length and every 6000 ft (1800 m) the remainder of the day. For projects less than 3000 ft(900 m), the rate will be verified once. A suitable paper or pan shall be placed at a random location in the path of the placement for the LJS. After application of the LJS, the paper or pan shall be picked up and weighed. The weight per foot will be calculated. The tolerance from the plan target weight/foot (mass/meter)from the LJS Application Rate Table shall be ± 15 percent. The Contractor shall replace the LJS in the area where the sample was taken.

The LJS shall be applied in a single pass with a pressure distributor, melter kettle, or hand applied from a roll for HMA lifts up to 2 in. (50 mm) in thickness. The LJS shall be applied in two passes for HMA lifts between 2 and 4 in. (50 and 100 mm) in thickness. At the time of installation the pavement surface temperature and the ambient temperature shall be a minimum of 40 °F (4 °C) and rising.

The LJS shall be applied at a width of not less than or greater than 1 ½in. (38 mm) of the width specified. If the LJS flows more than 2 in. (50 mm) from the initial placement width, LJS placement shall stop and remedial action shall be taken.

When starting another run of LJS placement, suitable release paper shall be placed over the previous application of LJS to prevent doubling up of thickness of LJS.

The LJS shall be suitable for construction traffic to drive on without pickup or tracking of the LJS within 30 minutes of placement. If pickup or tracking occurs, LJS placement shall stop and damaged areas shall be repaired.

Prior to start of paving of pavement course, ensure the paver end plate and grade control device is adequately raised above the finished height of the LJS.

The LJS shall not flush to the final surface of the HMA pavement.”

Add the following paragraph after the second paragraph of Article 406.13(b) of the Standard Specifications.

“Bituminous material for longitudinal joint sealant will be measured for payment in place in feet (meters).”

Add the following paragraph after the first paragraph of Article 406.14 of the Standard Specifications.

“Longitudinal joint sealant will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT.”

When the LJS is specified, the longitudinal joint density testing for QC/QA, QCP, or PFP will not be required on the joint(s) with the LJS and the pay adjustments will not be applied.

PAVEMENT STATIONING NUMBERS AND PLACEMENT

The Contractor shall provide labor and materials required to imprint pavement station numbers in the finished surface of the pavement and /or overlay. The numbers shall be approximately 20 mm (3/4 inch) wide, 125 mm (5 inches) high and 15 mm (5/8 inch) deep.

The pavement station numbers shall be installed as specified herein:

Interval – 100 meters (metric stationing) or 250 feet (English stationing)

Bottom of Numbers -- 150 mm (6 inches) from the inside edge of the pavement marking and/or resurfacing joint.

Location:

- 2-Lane Pavements – At center line in direction of increasing stations.
- 3 and 5-Lane Pavements – Left edge of center lane in direction of increasing stations.
- Multi-Lane Divided Roadways – Outside edge of pavement in both directions.
- Ramps – Along baseline edge of pavement.

Position – Stations shall be placed so they can be read from the adjacent shoulder.

Format – Metric [English] pavement stations shall use this format (XX+XOO [XO"]) where X represents the pavement station.

This work will not be paid for separately, but will be considered included in the cost of the associated pavement and/or overlay pay items.

FILLING EXISTING CULVERTS

This work shall consist of plugging both ends and completely filling existing culverts at locations shown on the plans and as directed by the Engineer.

The culvert shall be cleaned of debris and accumulated sediment with disposal of the material in accordance with Article 202.03 of the Standard Specifications. After the pipe is cleaned, the ends of the pipe shall be partially plugged, and the Contractor shall construct a suitable permanent bulkhead at the downstream end of the culvert consisting of a cured Class SI Concrete plug capable of containing the proposed Controlled Low-Strength Material. Class SI concrete plugs shall be in accordance with Section 1020 and Controlled Low-Strength Materials shall be in accordance to Sections 593 and 1019 of the Standard Specifications.

A suitable partial or offset bulkhead shall be constructed at the upstream end of the culvert with an opening large enough for the conveyance equipment to access the culvert barrel. Suitable forms and bracing may also be installed at the upstream end of the culvert near the end of the filling operations. After filling operations are completed, a permanent bulkhead of Class SI concrete shall be used to plug the upstream end of the culvert.

This work shall be measured for payment in place and the volume computed in cubic yards. The volume will be calculated based on the overall length of the culvert that is to be filled.

This work shall be paid for at the contract unit price per cubic yard for FILLING EXISTING CULVERT, which price shall include all labor and equipment to clean and construct suitable permanent or temporary bulkheads at the upstream and downstream ends of the culvert, and to completely fill the pipe with controlled low-strength materials. Controlled Low-Strength Materials will not be paid for separately, but shall be considered included in the cost of FILLING EXISTING CULVERT.

PLUG EXISTING STORM SEWERS

This work shall consist of plugging both ends and completely filling existing storm sewers at locations shown on the plans and as directed by the Engineer.

The pipe shall be cleaned of debris and accumulated sediment with disposal of the material in accordance with Article 202.03 of the Standard Specifications. After the pipe is cleaned, the ends of the pipe shall be partially plugged, and the Contractor shall construct a suitable permanent bulkhead at the downstream end of the pipe consisting of a cured Class SI Concrete plug capable of containing the proposed Controlled Low-Strength Material. Class SI concrete plugs shall be in accordance with Section 1020 and Controlled Low-Strength Materials shall be in accordance to Sections 593 and 1019 of the Standard Specifications.

A suitable partial or offset bulkhead shall be constructed at the upstream end of the pipe with an opening large enough for the conveyance equipment to access the storm sewer. Suitable forms and bracing may also be installed at the upstream end of the storm sewer near the end of the filling operations. After filling operations are completed, a permanent bulkhead of Class SI concrete shall be used to plug the upstream end of the pipe.

This work shall be measured for payment in place and the volume computed in cubic yards. The volume will be calculated based on the overall length of the pipe that is to be filled.

This work shall be paid for at the contract unit price per cubic yard for PLUG EXISTING STORM SEWERS, which price shall include all labor and equipment to clean and construct suitable permanent or temporary bulkheads at the upstream and downstream ends of the pipe, and to completely fill the pipe with controlled low-strength materials. Controlled Low-Strength Materials will not be paid for separately, but shall be considered included in the cost of PLUG EXISTING STORM SEWERS.

PLUG EXISTING PIPE

This item shall consist of plugging existing pipe culverts that are to be abandoned at locations shown on the plans or as directed by the Engineer. Existing pipes shall be plugged with Class SI concrete conforming to the applicable portions of Section 503 and 1020 of the Standard Specifications.

Before the concrete plug is constructed, the remaining pipe shall be cleaned of all debris and sediment accumulated in the culvert with disposal of the material in accordance with Article 202.03 of the Standard Specifications. After the pipe is cleaned, the Contractor shall construct a permanent Class SI concrete plug as detailed in the plans.

This work shall be paid for at the contract unit price per cubic yard for PLUG EXISTING PIPE, which price shall include all labor and equipment to clean and construct a concrete plug.

CLASS SI CONCRETE (MISCELLANEOUS)

Description: This work shall consist of constructing a 4" thick concrete apron in between side by side precast pipe culvert end sections as described herein and as shown in the plans. The poured in place concrete apron will act as a permanent weed barrier and an erosion control measure to reduce overall long-term maintenance.

Materials: Shall be Class SI Concrete as per Sections 1020 and 1021 of the Standard Specifications.

Method of Measurement: This work shall be measured in place and the volume computed per CUBIC YARD of CLASS SI CONCRETE.

Basis of Payment: The CLASS SI CONCRETE (MISCELLANEOUS), as specified herein, shall be paid at the contract unit price per CUBIC YARD which price shall include all labor, material and equipment to construct a concrete apron in between side by side precast pipe culvert end sections.

PRECAST CONCRETE BOX CULVERTS 2' X 2' (SPECIAL)

This work consists of furnishing and constructing 2' x 2' precast concrete box culverts. The work shall be done as specified herein and as detailed in the plans. Precast Concrete Box Culverts 2' x 2' shall meet the requirements of Section 540 of the Standard Specifications and ASTM C 1577 except as follows. The 2' x 2' box culverts shall be reinforced as shown in ASTM C 1577 for a 3' x 2' box culvert with a Design Fill equal to or less than 2 feet. This design shall apply to all 2' x 2' Precast Concrete Box Culverts including those with skews greater than 30 degrees. Also, all precast concrete box culvert segments with pipe culverts intersecting the sidewalls shall be detailed as per the requirements of ASTM C 1577, except that the AS2 and AS5 reinforcement areas shall be increased to 0.40 square inches per foot.

Precast Concrete Box Culverts 2' x 2' (Special) will be measured for payment in feet except the length measured shall not exceed the length shown in the plans or authorized by the Engineer. The overall length shall be measured as shown on the plans along the centerline of each cell of the culvert. The end sections will be measured for payment in place as each.

This work will be paid for at the contract unit price per foot for PRECAST CONCRETE BOX CULVERTS 2' x 2' (SPECIAL).

GRANULAR CULVERT BACKFILL

Description: This work shall consist of backfilling box culverts or three-sided structures with granular materials. This work shall be performed at locations shown on the plans or as directed by the Engineer.

Materials: Backfilling shall be in accordance with Article 502.10. The backfill material shall meet the requirements of Article 1004.05, except the gradation shall be CA-06 or CA-10. This work satisfies select granular backfill (porous granular material) requirements of AASTM C 1577.

Method of Measurement: Granular Culvert Backfill will be measured for payment in cubic yards compacted in place. Additional material required to backfill excavation outside the limits shown on the plans will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for GRANULAR CULVERT BACKFILL.

REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS

Description: This work shall consist of the removal and satisfactory disposal of existing concrete headwalls for pipe drain outlets. This removal shall also include the necessary pipe drain removal to install the new concrete headwall in its proposed location. This work shall also include the labor and materials for installing new concrete headwalls for pipe drains.

General: Existing concrete headwalls shall be completely removed at all locations where new pipe drain outlets are installed. Materials resulting from the removal of the existing concrete headwalls shall be disposed of as specified in Article 202.03 of the Standard Specifications

The materials and installation of the concrete headwalls for pipe drains shall be in accordance with the applicable portion of Section 601 of the Standard Specifications.

Basis of Payment: Removing and replacing the existing concrete headwalls will be paid for at the contract unit price each for REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS which should include all labor, materials and equipment necessary to complete the work as detailed in the plans.

CONCRETE MEDIAN SURFACE REMOVAL

This work shall consist of the removal and disposal of the existing concrete median surface at the locations shown in the plans and as designated by the Engineer.

This work shall be done in accordance with the applicable portions of Section 440 in the Standard Specifications.

This work will be paid for at the contract unit price per square foot for CONCRETE MEDIAN SURFACE REMOVAL.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Effective: May 1, 1992

Revised: October 1, 1996

This work shall conform to Section 850 of The Standard Specifications for Road and Bridge Construction.

Basis of Payment: This work will be paid for at the contract unit price each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, which price shall be payment in full for all materials, equipment, and labor needed to perform the work specified.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

Removal of existing traffic signal equipment, including the existing video detection camera system shall be according to Article 895.05 and 895.08 of the Standard Specifications.

Add the following to Article 895.05 of the Standard Specifications:

All equipment to be returned to the State shall be delivered by the Contractor to the State, as directed by the Engineer. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

REMOVE EXISTING CONCRETE FOUNDATION

Description: This work consists of removal and disposal of existing concrete foundation as shown in the plans or as directed by the Engineer. This work shall be done as specified in Section 895 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per each for REMOVE EXISTING CONCRETE FOUNDATION.

MODIFY EXISTING CONTROLLER CABINET

This work shall consist of removing the existing load switches from the controller cabinet and installing the latest load switches recommended by the manufacturer to appropriately operate LED signal modules. The removed load switches shall become property of the Contractor.

Basis of Payment: This work will be paid for at the contract unit price each for MODIFY EXISTING CONTROLLER CABINET, which price shall be payment in full for removing, installing and placing into operation the equipment specified.

HANDHOLE / DOUBLE HANDHOLE

This work shall consist of furnishing the materials and installing a precast composite concrete handhole, heavy-duty handhole, or double handhole in accordance with Sections 814 and 1088.05 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

The frame and cover shall be constructed of a polymer concrete and reinforced with a heavy-weave fiberglass cloth. The material shall be in accordance with Section 1088.05 of the Standard Specifications for Road and Bridge Construction. The nominal dimensions of the handhole shall be a minimum 17"(W) x 30"(L) x 30"(D) and the nominal dimensions of the double handhole shall be a minimum 30"(W) x 48"(L) x 30"(D).

The cover shall contain the legend "TRAFFIC SIGNALS" and shall be held down by two stainless steel hex head bolts. The cover shall contain 2 recessed lift pins. The cover for a double handhole shall be a split lid, 2-piece cover.

Basis of Payment: This work will be paid for at the contract unit price each for HANDHOLE; HEAVY-DUTY HANDHOLE; or DOUBLE HANDHOLE.

GULFBOX JUNCTION

Effective September 14, 1990

Revised February 1, 2010

This work shall consist of furnishing and installing a composite concrete junction box at a location(s) shown on the plans in accordance with Sections 815 and 1088.07 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

The box shall be made of polymer concrete and fiber reinforced polyester. The nominal dimensions shall be 13" x 24" x 18" D. The box and cover shall have a design load of 15,000-lbs. minimum with a test load of 22,500-lbs. minimum. The lid logo shall be "TRAFFIC" and shall be held down by two stainless steel hex head bolts and have a skid resistant surface. The walls shall be straight. The box shall be set on 12 inches of compacted CA 6 for drainage. When the box is placed in a driveway or sidewalk, expansion material shall be placed around the box.

Basis of Payment: This work will be paid for at the contract unit price each for GULFBOX JUNCTION, which price shall be payment in full for furnishing and installing the junction box complete in place.

ELECTRIC CABLE

Effective November 1, 1984

Revised September 7, 2010

This work shall consist of furnishing and installing electric cable of the type size and number of conductors specified, in accordance with the requirements of Section 873 and 1076.04 of the Standard Specifications for Road and Bridge Construction except as described herein.

All stranded wire connections in signal heads, push buttons, terminal compartments shall be made with insulated spade connections.

Cables shall be identified by color coded tape applied at both the signal and controller ends. The color-coding shall be as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per meter (foot) for ELECTRIC CABLE of the type, size, and number of conductors specified, which price shall be payment in full for furnishing the material and making all electrical connections and installing the cable complete.

CONDUIT

This work shall consist of furnishing and installing a conduit of the type and size specified in accordance with Sections 810 and 1088.01(b) or 1088.01(c) of the Standard Specifications for Road and Bridge Construction except as described herein.

PVC Conduits: When it is necessary to connect PVC conduit to steel conduit a heavy wall set screw connector with a PVC female adapter shall be installed and sealed by duct seal and plastic tape.

When conduits are installed in the excavation in back of curb, the conduit shall be installed below driveway and entrances at a depth which will prevent the conduit from protruding into the entrance pavement material.

PVC Conduit, Augured: The term augured shall cover both the pushed and bored method of installing conduit. Because of differences in equipment and techniques, the contractor may use either method to install the conduit for the term AUGERED.

In the event that latent subsurface physical conditions are encountered which prevents the conduit of pilot hole from being augured or pushed through the entire conduit run in three (3) sincere attempts, as determined by the Engineer, compensation for the proposed conduit run will be as follows:

1. The Department will delete the contract specified method of payment for the subject conduit run.
2. The Department will pay for the installation of the conduit run and the three unsuccessful attempts to install the conduit run, under Article 109.04 of the Standard Specification on the force account basis.
3. The Engineer will determine the method to be utilized to install the conduit run.

Basis of Payment: This work will be paid for at the contract unit price per foot (meter) for CONDUIT, of the size and type specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete.

FIBER OPTIC CABLE

Revised: September 26, 2012

This work shall consist of furnishing and installing a fiber optic cable in accordance with the requirements of Sections 871 and 1076.02 of the Standard Specifications for Road and Bridge Construction and the following additions.

All fibers within the cable shall be terminated. The multimode fiber shall be terminated with an ST connector and the single mode fiber shall be terminated with a SC connector. The connector type shall be either hot-melt, epoxy, or crimp-on. The connectors shall meet TIA/EIA 568B specifications and shall have an operating temperature range of -10°C (14°F) to 60°C (140°F). The connectors shall be free from defects in material and manufacture for 6 months. Unused fibers shall be secured within the distribution enclosure and readily available for use.

Locator Wire: A #14 AWG minimum, THHN wire shall be installed along side of the fiber optic cable. The wire shall be secured in the control cabinet to prevent accidental removal. The locator wire shall not be terminated to the control facility. If the existing interconnect cable remains in place in a continuous run between cabinets, then the locator wire may be omitted.

Basis of Payment: This work will be paid for at the contract unit price per meter (foot) for FIBER OPTIC CABLE, of the type, size, and number of fibers indicated on the plans, which price shall be payment in full for furnishing the material and making all fiber connections and installing the cable complete.

TRAFFIC SIGNAL BACKPLATE

Effective: July 1, 2009

This work shall consist of furnishing and installing a traffic signal backplate in accordance with Sections 882 and 1078.03 of the Standard Specifications for Road and Bridge Construction and the following exceptions.

The traffic signal backplates shall be of the same material as the traffic signal heads as specified on the plans.

A three (3) inch wide strip of reflective sheeting shall be applied to the outside perimeter of the face of the backplates. The reflective tape shall be fluorescent yellow in color and shall consist of type ZZ sheeting.

Basis of Payment: This item will be paid for at the contract unit price each for TRAFFIC SIGNAL BACKPLATE for supplying and installing the traffic signal backplate with reflective tape to the satisfaction of the Engineer.

CAMERA MOUNTING ASSEMBLY

This item shall consist of furnishing and installing a camera mounting assembly as shown on the plan details.

The assembly consists of two adjustable galvanized steel mast arm clamps, 8 feet of galvanized steel schedule 80 pipe, and a camera mounting bracket. The camera mounting bracket shall be affixed to the pipe with stainless steel ¾" banding.

Basis of Payment: This work will be paid for at the contract unit price each for CAMERA MOUNTING ASSEMBLY, which price shall be payment in full for furnishing and installing the equipment specified and shown on the plans to the satisfaction of the Engineer.

VIDEO VEHICLE DETECTION SYSTEM

Revised: January 1, 2008

This work shall consist of furnishing, installing and placing into operation a vehicle detection system, which detects vehicles by processing video images and providing detection outputs to a traffic signal controller. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS1 and TS2 Specifications.

Hardware: The sensor shall be four integrated imaging CCD arrays with optics, high-speed, color, image-processing hardware and a CPU bundled into a sealed enclosure. The environmental enclosure shall be waterproof and dust-tight to NEMA-4 specifications. The enclosure shall allow the sensor to operate satisfactorily over an ambient temperature range from -34 degrees C to +60 degrees C while exposed to precipitation as well as direct sunlight. The enclosure shall allow the image sensor horizon to be rotated during field installation. The enclosure shall include a provision at the rear of the enclosure for connection of the factory-fabricated power and communications cable. Input power to the environmental enclosure shall be 110/220 VAC and either 50 or 60 Hz. A heater shall be at the front of the enclosure to prevent the formation of ice and condensation in cold weather, as well as to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal. The enclosure shall be light-colored and shall include a sun shield to minimize solar heating and glare. The front edge of the sunshield shall protrude beyond the front edge of the environmental enclosure and shall include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sunshield shall be adjustable to prevent direct sunlight from entering the lens or hitting the faceplate.

The sensor shall process a minimum of twenty detector zones placed anywhere in the field of view of the sensor. The sensor shall have the ability to produce digital streaming MPEG-4 video output. The video output shall have the ability to selectively show overlaid graphics indicating the current real-time detection state of each individual detector defined in the video. The sensor output color video shall be viewed with any compatible video-display device.

Sensor Hardware: As a minimum each image sensor shall produce images with a CCD sensing element with a horizontal resolution > 470 TVL NTSC. Images shall be output as video conforming to NTSC or PAL specifications and provide software MPEG-4 video compression. The sensor shall provide direct real-time iris and shutter speed control, be usable for video surveillance, provide an optical filter and appropriate electronic circuitry in the sensor to suppress "blooming" effects at night, and have gamma for the image sensor present at the factory to a value of 1.0.

Sensor Optics: The machine vision sensor shall be equipped with an integrated zoom lens with zoom and focus capabilities that can be changed using either configuration computer software or a hand-held controller.

Functional: The sensor shall be able to be programmed with a variety of detector types that perform specific functions selectable by software. Detector types shall include stopline detectors capable of providing presence of moving vehicle detection based upon phase status, presence detectors, directional presence, and input detectors. Additionally, phase green or red shall be displayed. The sensor shall also have the capability of being programmed with dilemma zone detectors used to extend green time when vehicles are detected in advance of an intersection. The unit shall monitor a programmable contrast detector and apply video loss timing parameters to the output by implementing minimum, maximum, or user defined fixed time recall the assigned phase(s). The detector shall be capable of having Boolean logic applied to multiple detectors or a minimum number of detectors out of a total present, prior to placing a call.

Detector features shall include:

- a. Count detection - outputs traffic volume statistics and generates traffic counts and occupancy.
- b. Presence detection - indicate presence of a vehicle, stopped vehicle, or vehicles traveling in the wrong direction.
- c. Dilemma Zone Detection – detect the presence of vehicles a specific distance from the intersection in order to extend green time
- d. Speed detection - provide vehicle counts, speed, length, and classification.
- e. Detector function combines - outputs of multiple detectors via Boolean logic functions.
- f. Label displays - information on the machine video output and passes input information to other detectors.
- g. Detector Station - collects and reports traffic data gathered over specified time intervals.
- h. Incident detection - monitor traffic parameters for conditions that indicate an incident has occurred, such as an accident or a stalled vehicle that results in a sudden reduction in roadway capacity or throughput.
- i. Schedulers - define plans that can be used by other detectors to specify different parameters for each time-of-day plan.
- j. Contrast Loss detection - monitor the quality of the video image that the machine vision sensor is processing.
- k. Speed Alarm - generates alarm outputs based on user-defined algorithms using speed.

External Interfaces: The external interfaces to the sensor shall include an access point specifically to exchange detector state data with the cabinet interface devices.

Sensor Field Interface Equipment: An interface panel shall be provided for installation. The interface panel shall provide a terminal block for terminating power and wiring to the image sensor.

Supervisor Communications Port: There shall be an interface panel port to configure and provide general communications. The sensor shall use an RJ45 Ethernet connection to facilitate 10/100 Mbps communications via a network of rack cards to a remote or local PC client/server application. The communications port shall allow the user to update the embedded software with a new software release and interact with a PC client/server application for all of the various detection requests supported by the sensor.

Interface Panel: The interface panel shall provide a dedicated interface between the machine vision sensor and a detector port master such as a card rack or Access Point. The real-time state of phase inputs shall be transmitted to the sensor. The sensor shall exchange input and output state data with the detector port master every 100 ms. A detector port master shall subsequently translate the detection states in an electrically compatible manner to a traffic signal controller:

- (1) The interface card immediately upon receipt of the state change shall apply single pin state outputs and each on or off pulse shall be guaranteed a minimum pulse width of 100 ms.
- (2) Speed outputs from 2 pins shall reflect the true output of the delay proportional to measured speed within ± 1 ms.

Power: The sensor shall operate on 110/220 VAC, 50/60 Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts. The remaining 15 watts shall support an enclosure heater.

Sensor Operations Log: The machine vision sensor shall maintain a non-volatile operations log, which minimally contains:

- a. Revision numbers for the current machine vision sensor hardware and software components in operation.
- b. Title and comments for the detector configuration.
- c. Date and time the last detector configuration was downloaded to the machine vision sensor.
- d. Date and time the operation log was last cleared.
- e. Date and time communications were opened or closed with the machine vision sensor.
- f. Date and time of last power-up.
- g. Time-stamped, self-diagnosed hardware, and software errors that shall aid in system maintenance and troubleshooting.

Sensor Vehicle Detection Performance: The real time detection performance of the machine vision sensor shall be optimized by following the guidelines for the traffic application including, sensor mounting location; the number of traffic lanes to monitor; the sizing, placement, and orientation of vehicle detectors; traffic approaching and/or departing from the sensor's field of view; and minimizing the effects of lane changing maneuvers.

Detection Zone Placement: The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the field of view of the machine vision sensor. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. A single detection zone shall be able to replace one or more conventional detector loops connected in series. Detection zones shall be able to be overlapped for optimal road coverage. In addition, selective groups of detectors shall be able to be logically combined into a single output by using optional delay and extend timing and signal state information. Optimal detection shall be achieved when the sensor placement provides an unobstructed view of each traffic lane where vehicle detection is required. Obstructions are not limited to fixed objects. Obstruction of the view can also occur when vehicles from a lane nearer to the sensor obscure the view of the roadway of a lane further away from the sensor.

Detection Zone Programming: Placement of detection zones shall be by means of a portable or desktop computer using a Windows operating system, a keyboard, and a mouse. The VGA monitor shall be able to show the detection zones superimposed on images of traffic scenes. The mouse and keyboard shall be used to place, size, and orient detection zones to provide optimal road coverage for vehicle detection; modify detector parameters for site geometry to optimize performance; edit previously defined detector configurations; adjust the detection zone size and placement; add detectors for additional traffic applications; reprogram the sensor for different traffic applications, changes in installation site geometry, or traffic rerouting.

It shall be possible to download detector configurations from the computer to the sensor; upload the current detector configuration that is running in the sensor; back up detector configurations by saving them to the computer's removable or fixed disks; perform the above upload, store, and retrieve functions for video snapshots of the sensors' view.

Optimal Detection: The sensor shall be able to view either approaching or departing traffic or both in the same field of view. The sensor, when placed at a mounting height that minimizes vehicle image occlusion and equipped with a lens to match the width of the road shall be able to monitor a maximum of 6 to 8 traffic lanes simultaneously.

Detection Zone Operation: The sensor's real-time detection operation shall be verifiable through the following means:

- a. View the video output of the sensor with any standard video display device (monitor).
- b. The video output of the sensor shall be capable of selectively transmitting:
 - (1) Camera video only.
 - (2) Analog video overlaid with the current real-time detection state of each detector.
 - (3) Camera video with overlaid, scaled cross-hairs that are used for aiming the sensor (during installation).
 - (4) Individual detectors shall have the option of being hidden.
- c. View the associated output LED state on the detector port master:
 - (1) An LED shall be ON when its assigned detector output or signal controller phase input is on.
 - (2) An LED shall be OFF when its assigned detector or signal controller input is off.

Count Detection Performance: Using a sensor installed within the optimal viewing specifications described above for count station traffic applications the system shall be able to accurately count vehicles with at least 96% accuracy under normal operating conditions (day and night) and at least 93% accuracy under adverse conditions. Adverse conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc.

Demand Presence Detection Performance: Using a sensor installed within the optimal viewing specifications described above for intersection control applications the system shall be able to accurately provide demand presence detection. The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1-percent error under all operating conditions. In the presence of adverse conditions, the machine vision sensor shall minimize extraneous (false) protected movement calls to less than 7 %.

Speed Detection Performance: The sensor shall accurately measure average (arithmetic mean) speed of multiple vehicles with more than 98% accuracy under all operating conditions for approaching and departing traffic. The average speed measurement shall include more than 10 vehicles in the sample to ensure statistical significance. The sensor shall accurately measure individual vehicle speeds with more than 95% accuracy under all operating conditions for vehicles approaching the sensor (viewing the front end of vehicles), 90% accuracy for vehicles departing from the sensor (viewing the rear end of vehicles). These specifications shall apply to vehicles that travel through both the count and speed detector pair and shall not include partial detection situations created by lane changing maneuvers.

Sensor Electrical: The video output of the sensor shall be isolated from earth ground. All video connections from the sensor to the interface panel shall also be isolated from earth ground. The video output, communication, and power stages of the sensor shall include transient protection to prevent damage to the sensor due to voltage transients occurring on the cable leading from the machine vision sensor to other field terminations. Connections for video, communications and power shall be made to the image sensor using a "three wires only" branch cable connection and shall be installed to the interface panel with compression blocks. The machine vision sensor shall have passed requirements for and received the CE mark. The power to the sensor shall be fused in the controller cabinet.

Auxiliary Equipment: The system shall be supplied with a color 10-inch monitor in the controller cabinet to display a camera field of view with detection areas overlaid. The input to the monitor shall be selectable from any of the cameras in the system via a push button selector device. An Ethernet cable shall be supplied in the cabinet to allow for communications from the video detection system to a laptop computer.

Training: The supplier of the video detection system shall provide two days of training to maintenance and engineering personnel in the operation, setup and maintenance of the video detection system.

Basis of Payment: This work will be paid for at the contract unit price each for VIDEO VEHICLE DETECTION SYSTEM, which price shall be payment in full for furnishing, installing, and placing into operation the equipment specified to the satisfaction of the Engineer.

TRAFFIC SIGNAL POST

Effective January 19, 2010

This work shall consist of furnishing and installing a traffic signal post of the type and length indicated on the plans in accordance with Sections 875 and 1077.01 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

An aluminum collar shall be attached where the post connects to the base. Minimum 1" diameter washers may be used between the post base and the anchor bolts to level the post.

Basis of Payment: This item will be paid for at the contract unit price each for TRAFFIC SIGNAL POST of the type and length indicated on the plans for supplying and installing the signal post.

PEDESTRIAN PUSH-BUTTON

Effective September 7, 2001

Revised September 1, 2016

This work shall consist of furnishing and installing a pedestrian push-button in accordance with Sections 888 and 1074.02 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

Housing: The housing shall be round with an approximate outside diameter of 3 inches and shall be made of aluminum. The mounting screws and terminal screws shall be stainless steel.

Push-button: The push-button shall be made of aluminum or stainless steel and meet ADA requirements for pedestrian crossing controls. The switch shall be solid state and have momentary signal duration to prevent the button from being stuck on. The switch shall be sealed for protection from all weather conditions and shall have an operating life of at least 20 million operations.

ADA Requirements: Mounting height of the pushbutton shall be between 3.5 feet and 2.5 feet. Preferred mounting height of the pushbutton is 3 feet. The reach of the pushbutton shall be maximum of 10 inches away from the edge of the sidewalk. Pushbutton shall be adjacent to all-weather surface to provide access from a wheelchair. In any case, 10-inch maximum distance is not achieved from the sidewalk, modular extension bracket shall be installed.

Modular Extension Bracket: The extension bracket shall be adjustable for various reach from the sidewalk, with maximum of 18 inches. Extension bracket shall be vandal and weather proof and shall be bolted or banded to the signal post or mast arm pole. In addition, brackets shall be Aluminum and/or stainless steel. The extension bracket shall be manufactured from the manufacturer.

Basis of Payment: This work will be paid for at the contract unit price each for PEDESTRIAN PUSH-BUTTON, which price shall be payment in full for furnishing and installing the pedestrian push-button to the satisfaction of the Engineer.

PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, L.E.D., BRACKET MOUNTED WITH COUNT DOWN TIMER

Effective January 19, 2010

This work shall consist of furnishing and installing a pedestrian signal head with countdown timer and with the number of faces indicated on the plans in accordance with Sections 881 and 1078.02 of the Standard Specifications for Road and Bridge Construction and the following additions or exceptions.

Optical Unit: The optical unit shall be compliant with Section 4E.07 of the 2009 MUTCD. All Walk and Don't Walk indications shall be illuminated with light emitting diodes (LED). The LED's shall display a portland orange filled hand and a lunar white filled walking person. All countdown number indications shall consist of two (2) rows of LED's displaying portland orange numerals and shall have a minimum height of 6 inches. The countdown timer shall be capable of automatically adjusting to the programmed intervals in the traffic signal controller. LED modules shall conform to ITE specifications and standards for LED vehicle traffic signal modules and the following:

- 1) The LED module shall operate between -40° F and +165° F throughout an operating voltage range of 80VAC to 135 VAC.
- 2) The lens of each indication shall be tinted with a wavelength-matched color or textured to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. If a polymeric lens is supplied, a surface coating shall be applied to provide abrasion resistance.
- 3) LED modules shall not contain Aluminum Gallium Arsenide (AlGaAs) LED's.
- 4) LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set to a non-dimming operation.
- 5) In the event of a power outage, light output from the LED module shall cease instantaneously.
- 6) The LED module shall have a minimum life expectancy of 5 years.

Warranty Provisions: The LED modules which exhibit luminous intensities less than the minimum values specified within the first 60 months of the date of delivery shall be promptly replaced or repaired by the manufacturer at no cost to the state.

Basis of Payment: This item will be paid for at the contract unit price each for PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, L.E.D., BRACKET MOUNTED WITH COUNTDOWN TIMER with the number of faces indicated on the plans for supplying, installing and placing into operation the pedestrian signal head.

COORDINATION WITH OVERLAPPING CONTRACTS

The Contractor is notified of the fact that the Union Pacific Railroad will be upgrading the existing railroad crossing within this project's limits and could be in progress for a portion of this contract. Union Pacific Railroad forces will be replacing the existing RR crossing surface and installing cantilever gates to accommodate the roadway improvements proposed in this contract.

The Contractor of this contract shall cooperate and coordinate all construction activities with the other Contractors in order to avoid delays and to provide the least inconvenience to the motoring public in accordance with Article 105.08 of the Standard Specifications.

Basis of Payment: All expenses incurred by the Contractor by reason of compliance with these requirements shall be considered as included in and completely covered by the contract unit prices for the various items included in the contract.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

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

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

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

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

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

Site 3235-2 – IDOT ROW

- Station 138+80 to Station 139+50 (IL 10/121 – Woodlawn Road), 0 to 70 feet LT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois)- This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and arsenic.
- Station 1758+05 to Station 1759+100 (Bus 55/Lincoln Parkway), 0 to 60 feet RT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 1760+95 to Station 1762+30 (Bus 55/Lincoln Parkway), 0 to 120 feet LT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 0+00 to Station 1+60 (Bus 55/Lincoln Parkway), 0 to 190 feet LT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and arsenic.
- Station 2+55 to Station 3+60 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 4+55 to Station 5+90 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 1+35 to Station 2+50 (Bus 55/Lincoln Parkway), 0 to 90 feet RT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and lead.
- Station 2+50 to Station 5+50 (Bus 55/Lincoln Parkway), 0 to 90 feet RT (ROW, PESA Site 3235-2, 700-1000 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic and lead.

Site 3235-4 – Commercial Building

- Station 135+65 to Station 136+05 (IL 10/121 – Woodlawn Rd.), 0 to 60 feet LT (Commercial Building, PESA Site 3235-4, 1005 Hickox Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)anthracene.

Site 3235-5 – Vacant Lot

- Station 139+45 to Station 140+30 (IL 10/121 – Woodlawn Rd.), 0 to 70 feet LT (Vacant Lot, PESA Site 3235-5, 1020 North Postville Drive, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-10 – Logan County Fairgrounds

- Station 10+65 to Station 11+55 (N. Postville Dr.) 0 to 50 feet LT (Logan County Fairgrounds, PESA Site 3235-10, 1408 Short 11th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 5+90 to Station 7+70 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (Logan County Fairgrounds, PESA Site 3235-10, 1408 Short 11th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic and manganese.
- Station 7+70 to Station 9+60 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (Logan County Fairgrounds, PESA Site 3235-10, 1408 Short 11th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 15+65 to Station 19+75 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (Logan County Fairgrounds, PESA Site 3235-10, 1408 Short 11th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-15 – Abraham Lincoln Memorial Hospital/Springfield Clinic

- Station 5+45 to Station 7+80 (Bus 55/Lincoln Parkway), 0 to 90 feet RT (Abraham Lincoln Memorial Hospital/Springfield Clinic, PESA Site 3235-15, 100-200 Stahlhut Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 9+25 to Station 10+80 (Bus 55/Lincoln Parkway), 0 to 90 feet RT (Abraham Lincoln Memorial Hospital/Springfield Clinic, PESA Site 3235-15, 100-200 Stahlhut Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 15+20 to Station 16+75 (Bus 55/Lincoln Parkway), 0 to 90 feet RT (Abraham Lincoln Memorial Hospital/Springfield Clinic, PESA Site 3235-15, 100-200 Stahlhut Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 18+20 to Station 19+70 (Bus 55/Lincoln Parkway), 0 to 140 feet RT (Abraham Lincoln Memorial Hospital/Springfield Clinic, PESA Site 3235-15, 100-200 Stahlhut Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-17 – Vacant Land

- Station 21+85 to Station 23+85 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Vacant Land, PESA Site 3235-17, 100-300 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 23+85 to Station 25+85 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Vacant Land, PESA Site 3235-17, 100-300 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 25+85 to Station 29+75 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Vacant Land, PESA Site 3235-17, 100-300 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-18 – Christian Homes, Inc.

- Station 19+70 to Station 21+70 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (Christian Homes Inc., PESA Site 3235-18, 200 North Postville Drive, Logan, Lincoln County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-19 – The Christian Village

- Station 35+65 to Station 36+60 (N. Postville Dr.), 0 to 60 feet LT (The Christian Village, PESA Site 3235-19, 180-182 South Postville Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 29+60 to Station 31+60 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (The Christian Village, PESA Site 3235-19, 180-182 South Postville Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 31+60 to Station 33+60 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (The Christian Village, PESA Site 3235-19, 180-182 South Postville Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-20 – Best Western

- Station 29+70 to Station 32+70 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Best Western, PESA Site 3235-20, 1750 5th Street, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-21 – American Legion Post #263

- Station 34+15 to Station 35+35 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (American Legion Post #263, PESA Site 3235-21, 1740 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-23 – Vacant Lot

- Station 35+35 to Station 37+90 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Vacant Lot, PESA Site 3235-23, 1600 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 37+90 to Station 39+55 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Vacant Lot, PESA Site 3235-23, 1600 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 3235-24 – IDOT ROW

- Station 44+35 to Station 47+60 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-24, 300-600 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 47+60 to Station 48+30 (Bus 55/Lincoln Parkway), 0 to 190 feet LT (ROW, PESA Site 3235-24, 300-600 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 48+65 to Station 49+25 (Bus 55/Lincoln Parkway), 0 to 190 feet LT (ROW, PESA Site 3235-24, 300-600 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-25 – International Paper - Lincoln Container Plant

- Station 39+55 to Station 41+20 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (International Paper – Lincoln Container Plant, PESA Site 3235-25, 1601 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 41+20 to Station 42+20 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (International Paper – Lincoln Container Plant, PESA Site 3235-25, 1601 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, benzo(b)fluoranthene, and lead.
- Station 44+65 to Station 45+70 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (International Paper – Lincoln Container Plant, PESA Site 3235-25, 1601 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 45+70 to Station 46+70 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (International Paper – Lincoln Container Plant, PESA Site 3235-25, 1601 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 46+70 to Station 47+90 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (International Paper – Lincoln Container Plant, PESA Site 3235-25, 1601 5th Street, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-30 – Union Pacific Railroad

- Station 48+30 to Station 48+65 (Bus 55/Lincoln Parkway), 0 to 190 feet LT (Union Pacific Railroad, PESA Site 3235-30, 700 block of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 47+90 to Station 48+30 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (Union Pacific Railroad, PESA Site 3235-30, 700 block of Lincoln Parkway, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-32 – IDOT ROW

- Station 48+30 to Station 50+00 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 50+00 to Station 52+00 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 53+00 to Station 54+00 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 53+00 to Station 55+00 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 54+00 to Station 56+00 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 59+00 to Station 61+00 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 61+00 to Station 63+00 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 61+95 to Station 63+95 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

- Station 66+90 to Station 68+95 (Bus 55/Lincoln Parkway), 0 to 80 feet LT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 70+00 to Station 72+55 (Bus 55/Lincoln Parkway), 0 to 80 feet RT (ROW, PESA Site 3235-32, 700-800 blocks of Lincoln Parkway, Lincoln, Logan County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

Site 3235-34 – WLLM AM 1370

- Station 53+00 to Station 55+30 (Bus 55/Lincoln Parkway), 75 to 145 feet LT (WLLM AM 1370, PESA Site 3235-34, 800 South Postville Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.
- Station 61+00 to Station 63+00 (Bus 55/Lincoln Parkway), 75 to 135 feet LT (WLLM AM 1370, PESA Site 3235-34, 800 South Postville Drive, Lincoln, Logan County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic.

BUTT JOINTS (BDE)

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

“(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield ^{1/} , percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F ₅₀	ASTM D 746	<-105 °F (<-76 °C)

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013

Revised: April 1, 2016

Description. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

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

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3)	1004.05
(d) Structural Steel (Note 4)	1006.04
(e) Anchor Bolts and Rods (Note 5)	1006.09
(f) Reinforcement Bars	1006.10(a)
(g) Nonshrink Grout	1024.02
(h) Chemical Adhesive Resin System	1027
(i) Mastic Joint Sealer for Pipe	1055
(j) Hand Hole Plugs	1042.16

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.

Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.

Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

Method of Measurement. This work will be measured for payment as each, with each end of each culvert being one each.

Basis of Payment. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **8.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

"(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived."

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

"**783.02 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery	1101.12

Note 1. Grinding equipment shall be approved by the Engineer."

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

"**783.03 Removal of Conflicting Markings.** Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours."

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

“The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.”

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

“783.04 Cleaning. The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast.”

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

“783.06 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING.”

Delete Article 1101.13 from the Standard Specifications.

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

“The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time.”

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: April 1, 2016

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-19.0	1 1/2 in. (40 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 "homogeneous" 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) 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 Bureau of Materials and Physical Research 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 test 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
1 in. (25 mm)	
1/2 in. (12.5 mm)	± 8 %
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	
No. 30 (600 μm)	± 5 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder	± 0.4 % ^{1/}
G_{mm}	± 0.03

1/ The tolerance for FRAP shall be ± 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 ITP, "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 homogeneous and conglomerate 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 Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C 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 5000 tons (4500 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 laboratory prequalified by the Department for the specified testing. The consultant laboratory 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 Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 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 the 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, or conglomerate.
 - (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 Ndesign.
- (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 percent 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 <small>1/, 2/</small>	RAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, 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 PG 64-22 to be reduced to a PG 58-28). 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 PG 64-22 to be reduced to a PG 58-28).

- (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 Ndesign.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures <i>1/, 2/</i>	FRAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, 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 PG 64-22 to be reduced to a PG 58-28). 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 PG 64-22 to be reduced to a PG 58-28).
- 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 and/or RAS 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 and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS 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 Wedge Shoulders, Type B.

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 shall be according to the current Bureau of Materials and Physical Research 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."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

“1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(11) 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.

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

Effective: November 2, 2006

Revised: July 1, 2015

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

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

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

- Where: CA = Cost Adjustment, \$.
BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).
%AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
Q = Authorized construction Quantity, tons (metric tons) (see below).

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

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).
D = Depth of the HMA mixture, in. (mm).
G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
V = Volume of the bituminous material, gal (L).
SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

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

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Yes No

Signature: _____ **Date:** _____

SWPPP



Illinois Department
of Transportation

Storm Water Pollution Prevention Plan



Route FAU 7706	Marked Route I-55 Bus Lincoln Prkwy Old US 66	Section (22) RS-6, MED & (23) RS-5
Project Number D-96-022-11	County Logan	Contract Number 72E02

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

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

Print Name Jeff South	Title Region 4 Engineer	Agency IDOT District 6
Signature <i>Jeffrey M. South jms</i>	Date 10/20/2016	

I. Site Description

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

The project site is located in the City of Lincoln Illinois in Logan County. The project begins at Station 1758+05.91 (Longitude: 40.1588, Latitude: 89.3866) End Station 76+90.11 (Longitude: 40.1375, Latitude: 89.3863).

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

The scope of the project consists of a 3R improvement with variable depth surface removal from 1.5" to 3" with a variable depth leveling binder (NB minimum of 2.25" & SB minimum of 2") and 1.5" surface course. The existing grass ditch median will be filled in with a flush median at the Stalhut Drive intersection and 5th Street intersection to accommodate left turn lanes. The remaining areas of grass ditch median will be replaced with a raised concrete median with a 4.0' HMA shoulder and M-4.12 curb and gutter. The pavement slope will be changed so that all lanes of traffic will be sloped to the outside. New 8.0' HMA shoulder and 2.0' wedge shoulders will be added throughout the project limits. Traffic signals will be modified to accommodate the new 8.0' outside shoulder and turn lanes at the Stalhut Drive and 5th Street intersections. Drainage improvements will included the removal of culverts under the frontage road and the existing box culverts will be extended. Storm sewer will be added in various locations in the NB ditch to accommodate drainage in those areas. Storm sewer will also be added next to the UP Railroad crossing to accommodate drainage for the proposed median. A new crossing and flashing lights will be installed at the UP Railroad crossing to accommodate the 3R improvements. Work proposed at the intersection of IL 10/121/Woodlawn Road will consist of partial median removal and those areas will be replaced with full depth pavement to allow for the installation of offset left turn lanes. 2.0" of surface removal and 3/4" leveling binder and 1.5" of surface is proposed for the intersection. Proposed sidewalk will be added to the NE and NW quadrant of the intersection and the pedestrian push buttons will be upgraded to meet ADA requirements.

C. Provide the estimated duration of this project:

From March 1st to November 1st (112 Working Days)

- D. The total area of the construction site is estimated to be 28 acres.
 The total area of the site estimated to be disturbed by excavation, grading or other activities is 8 acres.

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

Asphalt - 0.85
 Composite Areas, Vary as to soil and vegetation - 0.20
 Average Coefficient - 0.67

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

K Factor, Whole Soil - Summary By Map Unit		
Logan County, I-55 Business Loop/Lincoln Parkway		
Map Unit Symbol	Map Unit Name and Slope Information	K Factor
43A	Ipava Silt Loam, 0 to 2 Percent Slopes	0.28
68A	Sable Silty Clay Loam, 0 to 2 Percent Slope	0.24
279A	Rozetta Silt Loam, 0 to 2 Percent Slope	0.49
737A	Tama Silt Loam, Very Deep to Sand, 0 to 2 Percent Slope	0.28
737B	Tama Silt Loam, Very Deep to Sand, 2 to 5 Percent Slope	0.28

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

No wetlands are present on this site

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

Grading of proposed ditches, pavement/shoulder removal and installation of storm sewers and box culvert extension throughout the the project will provide areas of non stabilized soil requiring erosion control measures.

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

Storm sewers, box culvert extensions and ditch work will occur during stage 1 construction. This work will take place outside the edge of pavement throughout the length of the project. Stage 2 work will include the removal of the inside shoulder, storm sewer removal, median removal, storm sewer installation and the filling in of the existing median ditch. Stage 3 will see minimal work to activities that will disturb the soil except for small section of storm sewer work at the railroad crossing. Stage 4 work will only include HMA surface course work and pavement striping.

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

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

State of Illinois

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

City of Lincoln

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

Salt Creek to Sangamon River to Illinois River to Mississippi River

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

No areas of the site will remain undisturbed. All area outside the project area will be maintained.

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

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

a. The name(s) of the listed water body:

N/A

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

N/A

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet the allocation:

N/A

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

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

II. Controls

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

- A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed, and maintained to:
1. Minimize the amount of soil exposed during construction activity;
 2. Minimize the disturbance of steep slopes;
 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 4. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

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

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

All sediment and erosion control measures will be installed per IDOT standard section 280 as specified in the IDOT standard specification, adopted April 1, 2016. All construction activities will be in accordance with the national pollution discharge elimination system general NPDES permit No. ILR10.

Erosion control will be provided in accordance with the sequence of construction staging. Sediment and erosion control devices will be functional before the project site is disturbed. All disturbed areas will be seeded as soon as practical after construction activities in that area have concluded. Temporary erosion control measures consist of inlet and pipe protection and temporary ditch checks. All erosion control measures will be kept operational and maintained continuously throughout the period of land disturbance until permanent sediment and erosion control measures are operational.

Erosion control measures will be inspected by the engineer periodically and with 24 hours of any storm exceeding 1/2 inch precipitation. Damaged and ineffective erosion control measures will be repaired or replaced within 72 hours.

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

All temporary erosion control measures will be removed after permanent turf has been established throughout the project area.

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

The following stabilization practices will be used for this project:

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

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

Inlet and pipe protection will be placed on all proposed and existing pipes. This will be used to protect culverts and storm sewers until final grading and seeding is complete.

Temporary ditch checks will be used at all ditches on project site.

Perimeter erosion Barrier will be used at locations where the water will exit State of Illinois property.

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

All temporary erosion control measures will be removed after permanent turf has been established throughout the project area.

D. **Treatment Chemicals**

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

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

N/A

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

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

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

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

Description of permanent storm water management controls:

No permanent storm water management controls are required.

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

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

All management practices, controls and other provisions provided in this project are in accordance with IDOT Standard Specifications for Road and Bridge Construction adopted April 1, 2016, and the special provisions.

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

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

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

III. Maintenance

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

IV. Inspections

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

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

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

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

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

Additional Inspections Required:

None

V. Failure to Comply

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



Contractor Certification Statement



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

Route FAU 7706	Marked Route I-55 Bus Lincoln Prkwy Old US 66	Section (22) RS-6, MED & (23) RS-5
Project Number D-96-022-11	County Logan	Contract Number 72E02

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

I certify under penalty of law that I understand the terms of the Permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

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

- Contractor
- Sub-Contractor

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**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.