

# **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](mailto: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](mailto: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](mailto: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

# 194

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 28, 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. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Route FAS 381 (Alta Lane)  
Project HSIP-5093(176)  
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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**RETURN WITH BID**



**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_

\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Project HSIP-5093(176)  
Route FAS 381 (Alta Lane)  
District 4 Construction Funds**

**Construction of a roundabout intersection at Radnor Road in the City of Peoria.**

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)

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COUNTY NAME PEORIA	CODE 143	DIST 04	SECTION NUMBER 09-00342-00-PW(CITY OF PEORIA)	PROJECT NUMBER HSIP-5093/176/000	ROUTE FAS 381
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
C20154G5	S-JUNIP VIRG BM 5G	EACH	36.000 X	=		=	
K0012990	P PL ORNAMENT T GAL P	UNIT	34.000 X	=		=	
K0012992	P PL ORNAMENT T 2G P	UNIT	0.550 X	=		=	
K1005481	SHRED BARK MULCH 3	SQ YD	1,668.000 X	=		=	
XX003120	YARD HYDRANT (FP)	EACH	1.000 X	=		=	
XX003614	REC (GFI) WEATHER CVR	EACH	1.000 X	=		=	
XX007039	ST LIGHT ASSEM COM F1	EACH	3.000 X	=		=	
XX007040	ST LIGHT ASSEM COM F2	EACH	9.000 X	=		=	
X0327301	RELOCATE EX MAILBOX	EACH	1.000 X	=		=	
X2600007	REM & SALV SIGN PANEL	EACH	17.000 X	=		=	
X4200409	PCC PVT 9 SPL	SQ YD	357.000 X	=		=	
X6020080	INLETS TG-1 DBL	EACH	1.000 X	=		=	
X6020082	INLETS TG-1	EACH	1.000 X	=		=	
X6021814	INL-MN G-1 4D	EACH	1.000 X	=		=	
X6021815	INL-MN G-1 5D	EACH	1.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X6021834	INL-MN G-1 4D DBL	EACH	1.000 X	=	=	=	=
X6022230	MAN TA 4 DIA SPL F&G	EACH	1.000 X	=	=	=	=
X6023508	INLETS TA W/SPL F&G	EACH	1.000 X	=	=	=	=
X6028000	MAN RECONST SPL	EACH	1.000 X	=	=	=	=
X6061310	CONC MEDIAN SURF 4 SP	SQ FT	1,329.000 X	=	=	=	=
X6650210	WOV W GATES REM & RE	EACH	1.000 X	=	=	=	=
X7010216	TRAF CONT & PROT SPL	L SUM	1.000 X	=	=	=	=
X8040102	ELECT SERV INSTALL SP	EACH	1.000 X	=	=	=	=
X8250505	LIGHT CONTROLLER SPL	EACH	1.000 X	=	=	=	=
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=	=	=	=
Z0022800	FENCE REMOVAL	FOOT	995.000 X	=	=	=	=
Z0054400	ROCK FILL	CU YD	1,066.000 X	=	=	=	=
Z0076600	TRAINEES	HOURL	500.000 X	=	0.80	=	400.00
Z0076604	TRAINEES TPG	HOURL	500.000 X	=	15.00	=	7,500.00
Z0200100	EARTH EXCAVATION	CU YD	14,815.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20201200	REM & DISP UNS MATL	CU YD	1,066.000	X	=	=	=
20300100	CHANNEL EXCAVATION	CU YD	10.000	X	=	=	=
20700220	POROUS GRAN EMBANK	CU YD	64.000	X	=	=	=
20800150	TRENCH BACKFILL	CU YD	453.000	X	=	=	=
21001000	GEOTECH FAB F/GR STAB	SQ YD	3,196.000	X	=	=	=
21101615	TOPSOIL F & P 4	SQ YD	10,734.000	X	=	=	=
21101655	TOPSOIL F & P 14	SQ YD	1,192.000	X	=	=	=
21101695	TOPSOIL F & P 30	SQ YD	476.000	X	=	=	=
25000210	SEEDING CL 2A	ACRE	2.250	X	=	=	=
25000400	NITROGEN FERT NUTR	POUND	203.000	X	=	=	=
25000500	PHOSPHORUS FERT NUTR	POUND	203.000	X	=	=	=
25000600	POTASSIUM FERT NUTR	POUND	203.000	X	=	=	=
25100115	MULCH METHOD 2	ACRE	2.250	X	=	=	=
28000250	TEMP EROS CONTR SEED	POUND	2,250.000	X	=	=	=
28000305	TEMP DITCH CHECKS	FOOT	600.000	X	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
28000400	PERIMETER EROS BAR	FOOT	1,765.000 X	=		=	
28000500	INLET & PIPE PROTECT	EACH	13.000 X	=		=	
28000510	INLET FILTERS	EACH	10.000 X	=		=	
28100105	STONE RIPRAP CL A3	SQ YD	179.000 X	=		=	
28100107	STONE RIPRAP CL A4	SQ YD	17.000 X	=		=	
28200200	FILTER FABRIC	SQ YD	195.000 X	=		=	
35102400	AGG BASE CSE B 12	SQ YD	14,684.000 X	=		=	
40200800	AGG SURF CSE B	TON	213.000 X	=		=	
40201000	AGGREGATE-TEMP ACCESS	TON	73.000 X	=		=	
40600275	BIT MATLS PR CT	POUND	11,687.000 X	=		=	
40600295	P BIT MATLS TACK CT	POUND	1,812.000 X	=		=	
40603080	HMA BC IL-19.0 N50	TON	1,862.000 X	=		=	
40603310	HMA SC "C" N50	TON	840.000 X	=		=	
42000301	PCC PVT 8 JOINTED	SQ YD	5,121.000 X	=		=	
42400100	PC CONC SIDEWALK 4	SQ FT	9,333.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42400800	DETECTABLE WARNINGS	SQ FT	411.000 X	=		=	
44000100	PAVEMENT REM	SQ YD	8,123.000 X	=		=	
44000500	COMB CURB GUTTER REM	FOOT	497.000 X	=		=	
48203021	HMA SHOULDERS 6	SQ YD	3,590.000 X	=		=	
50100100	REM EXIST STRUCT	EACH	1.000 X	=		=	
50105220	PIPE CULVERT REMOV	FOOT	416.000 X	=		=	
50800205	REINF BARS, EPOXY CTD	POUND	450.000 X	=		=	
54001001	BOX CUL END SEC C1	EACH	2.000 X	=		=	
54010604	PCBC 6X4	FOOT	60.000 X	=		=	
542D0220	P CUL CL D 1 15	FOOT	156.000 X	=		=	
54215550	MET END SEC 15	EACH	6.000 X	=		=	
54248510	CONCRETE COLLAR	CU YD	9.600 X	=		=	
54260311	TRAVERS PIPE GRATE	FOOT	90.000 X	=		=	
550A0050	STORM SEW CL A 1 12	FOOT	48.000 X	=		=	
550A0340	STORM SEW CL A 2 12	FOOT	116.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
550A0360	STORM SEW CL A 2 15	FOOT	226.000 X				
550A0380	STORM SEW CL A 2 18	FOOT	283.000 X				
550A0400	STORM SEW CL A 2 21	FOOT	262.000 X				
55100500	STORM SEWER REM 12	FOOT	42.000 X				
55101200	STORM SEWER REM 24	FOOT	113.000 X				
60100060	CONC HDWL FOR P DRAIN	EACH	2.000 X				
60107600	PIPE UNDERDRAINS 4	FOOT	1,341.000 X				
60500060	REMOV INLETS	EACH	2.000 X				
60600095	CLASS SI CONC OUTLET	CU YD	13.700 X				
60601805	CONC CURB TRANS	FOOT	31.000 X				
60602800	CONC GUTTER TB	FOOT	276.000 X				
60604400	COMB CC&G TB6.18	FOOT	236.000 X				
60605000	COMB CC&G TB6.24	FOOT	4,460.000 X				
60608582	COMB CC&G TM4.24	FOOT	321.000 X				
60624600	CORRUGATED MED	SQ FT	3,831.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
63200310	GUARDRAIL REMOV	FOOT	467.000 X	=			
66500105	WOV W FENCE 4	FOOT	871.000 X	=			
66700305	PERM SURV MKRS T2	EACH	1.000 X	=			
67100100	MOBILIZATION	L SUM	1.000 X	=			
81028350	UNDRGRD C PVC 2	FOOT	2,013.000 X	=			
81400100	HANDHOLE	EACH	4.000 X	=			
81702130	EC C XLP USE 1C 6	FOOT	6,308.000 X	=			
83600300	LIGHT POLE FDN 30D	FOOT	120.000 X	=			

TOTAL \$

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### **II. ASSURANCES**

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

##### **A. Conflicts of Interest**

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

**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)**

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

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

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

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

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

**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 Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules apply:

#### **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. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Project HSIP-5093(176)  
Route FAS 381 (Alta Lane)  
District 4 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **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. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Project HSIP-5093(176)  
Route FAS 381 (Alta Lane)  
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
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.



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 \_\_\_\_\_





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 \_\_\_\_\_

Table with 5 columns: Pay Item No., Description (Anticipated items for trucking)\*, Quantity, Unit Price, Total. Includes a Total row at the bottom right.

(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. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Project HSIP-5093(176)  
Route FAS 381 (Alta Lane)  
District 4 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Name of Subcontracting Company
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
Authorized Officer
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
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)**

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

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

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

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

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

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

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

**RETURN WITH SUBCONTRACT**

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

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

---

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

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

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

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

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

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

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

---

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

---

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

---

(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: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. April 28, 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. 89572  
PEORIA County  
Section 09-00342-00-PW (City Of Peoria)  
Project HSIP-5093(176)  
Route FAS 381 (Alta Lane)  
District 4 Construction Funds**

### **Construction of a roundabout intersection at Radnor Road in the City of Peoria.**

- 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, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

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

**SUPPLEMENTAL SPECIFICATIONS**

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503 Concrete Structures.....	7
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542 Pipe Culverts.....	11
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CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

RECURRING SPECIAL PROVISIONS

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FOR  
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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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LR SD12		<input type="checkbox"/> Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	46	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		<input type="checkbox"/> Equipment Rental Rates	Jan. 1, 2012	
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		<input type="checkbox"/> Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5		<input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 400-8		<input type="checkbox"/> Pulverization	Jan. 24, 2017	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		<input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 403-3		<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	July 1, 2016	
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-Shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 542-1		<input type="checkbox"/> Pipe Culverts, Special	Apr. 1, 2016	
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	47	<input checked="" type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	
LR 80029-1		<input type="checkbox"/> Disadvantaged Business Enterprise Participation for Local Lettings	Aug. 26, 2016	

## BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80382	48	X	Adjusting Frames and Grates	April 1, 2017	
80274			Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80366			Butt Joints	July 1, 2016	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	50	X	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	73	X	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	75	X	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261			Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	76	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
80378	87	X	Dowel Bar Inserter	Jan. 1, 2017	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	94	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits - Jobsite Sampling	Nov. 1, 2014	April 1, 2017
* 80383			Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	
80376	95	X	Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80367	96	X	Light Poles	July 1, 2016	
80368			Light Tower	July 1, 2016	
80336			Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369			Mast Arm Assembly and Pole	July 1, 2016	
80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349			Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371			Pavement Marking Removal	July 1, 2016	
80298			Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
* 80377			Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Jan. 1, 2017
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	97	X	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	98	X	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
80340			Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2015
80379			Steel Plate Beam Guardrail	Jan. 1, 2017	
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80298			Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338	108	X	Training Special Provision	Oct. 15, 1975	
80318	111	X	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80381			Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	
80380	113	X	Tubular Markers	Jan. 1, 2017	
80288			Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	114	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	115	X	Working Days	Jan. 1, 2002	

The following special provisions are in the 2017 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance – Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

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

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

## **SPECIAL PROVISIONS**

The following special provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids, the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids, the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, the "Bureau of Design & Environment Special Provisions (BDE)" included herein, which apply to and govern the construction of FAS 381/387 (Alta Lane/Radnor Road), Section 09-00342-00-PW, in the City of Peoria, Peoria County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **DESCRIPTION OF WORK**

This work includes construction of a single lane modern roundabout at the intersection of Alta Lane and Radnor Road. The proposed improvement will include 0.56 miles of roadway construction consisting of earthwork, culvert replacement, storm sewer, concrete sidewalk, street lighting, landscaping, and other collateral work to complete the project. Utility adjustments are anticipated.

### **ROAD CLOSED TO TRAFFIC**

As a general traffic control policy for this project, the intersection and roadway within the project limits shall be closed throughout construction. However, access shall be provided at all times to any entrances unless written approval to close the entrance is obtained from the property owner and supplied to the Engineer.

### **TRAFFIC CONTROL PLAN**

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

Special attention is called to SECTION 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Traffic Control Standards relating to traffic control:

701006 701201 701301 701311 701901 BLR 21 BLR 22.

The following traffic control standards will be used for the following operations:

The majority of the work on the project shall be completed during the closure of Alta Lane and Radnor Road Intersection using Traffic Control and Protection Standards BLR 21/22. If the Contractor elects to do any of the work while Alta Lane and or Radnor Road are still open, the following shall apply.

The culvert extensions, channel work, earthwork, topsoil placement, landscaping and sign work shall be completed using Traffic Control and Protection Standard 701006.

The storm sewer installation, culvert installation and cable placement shall be completed using Traffic Control and Protection Standard 701201.

Any Short Term On and Off Road Operations shall be completed using Traffic Control and Protection Standard 701301.

The landscaping shall be completed using Traffic Control and Protection Standard 701311.

The Traffic Control and Protection Standards and details listed above are to serve as a guide for minimum traffic control and protection for the various situations encountered during the construction of this improvement. They may be modified to improve their effectiveness and to better fit certain situations and applications that may arise, including reasonable adjustment to sign spacing. In some instances one or more Traffic Control and Protection Standard may be used within the same overall area of construction covered by another standard. Modifications, including those not shown in the plans, of these standards are subject to the approval of the Engineer and will not be measured for payment, but shall be considered as included in the cost of the traffic control pay item.

The Contractor shall be responsible for notifying two (2) weeks in advance of closing the intersection all of the emergency services, United States Postal Service and any school districts with bus routes disrupted by the closure. Notifications shall be sent by certified mail with a copies provided to the City for their records.

The Transportation Coordinator for Dunlap School District #323 is Duane Peterson; 3020 W. Willow Knolls Rd.; Peoria, IL 61614; (309) 243-8323.

The Contractor shall be responsible for the closure including all signs, posts and barricades as needed depending on the type of work as shown on the Standards and as detailed in the plans. Type III barricades of a sufficient quantity shall be positioned to block all access to work area by motorists and pedestrians on all four legs of the intersection.

All traffic control required will be paid at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

## **STORM WATER POLLUTION PREVENTION PLAN**

This work shall be done in accordance with the Storm Water Pollution Prevention Plan requirements. As a part of the requirements the Contractor will be required to fill out the "Contractor Certification Statement", on form number BDE 2342 and submit it to the Engineer at the pre-construction conference. A copy of the form is attached.

## **CITY SIGNS**

The City will be responsible for the furnishing and placement of new signs. The Contractor shall give the City (2) two weeks advanced notice when new signs need to be installed. This work shall be considered as included in the contract unit prices for the various pay items of the proposed construction involved and no additional compensation will be allowed.

## **CUTTING EXISTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, OR CURB AND GUTTER**

At locations where it is necessary to cut asphalt surfaces, concrete pavement, concrete or asphalt driveway pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed. This work shall be considered as included in the contract unit prices for the various pay items of the proposed construction involved and no additional compensation will be allowed.

## **DAMAGE TO EXISTING TREES**

All necessary precautions shall be taken to prevent damage to existing trees outside of the tree removal areas marked on the plans. Roots of two inch (2") diameter or more shall not be severed. Precautions shall be taken to prevent damage to the bark of existing trees by machinery or other means. Any damage shall be corrected as directed by the Engineer at the expense of the Contractor.

## **REMOVAL OF ABANDONED UTILITIES, DEBRIS OR UNCLASSIFIED MATERIAL**

Abandoned utility facilities, debris or unclassified materials that conflict with the construction whether underground or above ground shall be removed as directed by the Engineer. The material removed shall be disposed of outside the limits of the right-of-way in accordance with Article 202.03 of the Standard Specifications and as directed by the Engineer. Abandoned utility conduits, ducts or pipes, that partially removed shall

have the remaining ends capped with methods approved by the Engineer. Excavations under paved surfaces shall be backfilled with trench backfill or controlled low-strength material as directed by the Engineer. The removal of abandoned utility facilities, debris or unclassified materials and backfilling with earth will not be paid for separately and is considered included in the cost of the various removal items. Backfilling with trench backfill or controlled low-strength material will be paid separately in accordance with sections 208 and 593 of the Standard Specifications.

### **CONCRETE CURB TRANSITION**

Description: This work shall be according to Section 606 of the Standard Specifications and plan details. This work shall consist of constructing a curb transition connecting the Combination Concrete Curb and Gutter, Type B-6.24 and the Concrete Gutter, Type B. The transition shall be constructed according to the details as described in the plans and constructed monolithic with the Concrete Gutter, Type B. The location of the transition may be field adjusted as directed by the Engineer to fit field conditions.

Measurement: This work will be measured for payment in feet. No additional compensation will be allowed for alterations or additions necessary to construct the transition at the location shown in the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot for CONCRETE CURB TRANSITION, which includes all labor, material and equipment necessary to perform the work.

### **SHREDDED BARK MULCH 3"**

Description: This work shall consist of furnishing, transporting, and installing shredded bark mulch at proposed planting locations at a minimum depth of 3 inches. The mulch material shall meet the requirements of Article 1081.06 (b) of the Standard Specifications and shall be approved by the Engineer prior to installation. Final locations for shredded bark mulch shall be determined by the Engineer.

Measurement and Payment: This work will be measured and paid for at the contract unit price per square yard for SHREDDED BARK MULCH 3", which price shall be considered payment in full for all materials, labor and equipment required to perform the work as specified herein.

### **RELOCATE EXISTING MAILBOX**

This work consists of relocating the existing mailbox at the locations shown on the plans or as directed by the Engineer in accordance with Article 107.2 of the Standard Specifications except this work will be measured and paid for at the contract unit price per each for RELOCATE EXISTING MAILBOX.

### **PORTLAND CEMENT CONCRETE PAVEMENT 9", SPECIAL**

Description: This work shall consist of constructing a Portland cement concrete pavement for the truck apron at the central island per the dimensions shown in the plans and according to Section 420 of the Standard Specifications with the following requirements:

Submittals: The Contractor shall construct and finish a mock-up slab sample (approximate area equivalent to 6'x6') for review and approval by the Engineer prior to construction. The mock-up slab shall represent the final work in material and finish and shall be constructed under similar job site conditions including radial layout. If the mock-up slab sample is denied by the Engineer, the Contractor will be required to repeat the mock-up sample process until approved by the Engineer. The mock-up slab shall remain in place until the final work is completed and accepted by the Engineer. Upon completion of the work, the Contractor shall remove and dispose of the mock-up slab.

Color Requirements: The Portland Cement concrete pavement shall be integrally colored using Dry Pigment Ready Mix Color No. 417 – Brick Red as produced by Solomon Colors, 4050 Color Plant Road, Springfield, Illinois 62702.

It shall be the responsibility of the Contractor to protect the adjacent concrete items from any discoloration as a result of contact with the coloring agent.

Final Finish: The concrete pavement shall be cured using a membrane curing compound for integrally colored concrete. The membrane curing compound Type II or III will not be allowed.

Transverse Contraction Joints: Sawed transverse contraction joints shall be placed at locations shown on the plans in accordance with Standard 420001 and as directed by the Engineer. The joints shall extend across the proposed pavements and curb and gutters.

Expansion Joints: All expansion joints adjacent or in the concrete pavement shall be cleaned and sealed with Sonneborn, Type SL-1 or NP-1, Color - Redwood Tan (Red).

Measurement and Payment: This work will be measured and paid for in accordance with Articles 420.19 and 420.20 of the Standard Specifications with the following exceptions. The cost of mock-up slab samples, coloring, sawing and sealing joints will not be paid for separately but shall be included in the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 9", SPECIAL and no additional compensation will be allowed.

### **INLETS, TYPE G-1, DOUBLE**

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

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

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

This work will be measured and paid for at the contract unit price Each for INLETS, TYPE G-1, DOUBLE.

### **INLETS, TYPE G-1**

Effective October 1, 1995

Revised January 1, 2007

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

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

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

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

**INLET-MANHOLE, TYPE G-1, 4' (1.2 M) DIAMETER**

Effective October 1, 1995

Revised January 1, 2007

This work shall consist of all labor, equipment, and materials for the construction of Inlet-Manhole, Type G-1, 4' (1.2 m) Diameter and Combination Concrete Curb and Gutter in accordance with Section 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER" to Article 602.16 of the Standard Specifications. Delete the first paragraph of Articles 606.14 and 606.15.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER" in accordance with details shown in the plans.

This work will be measured and paid for at the contract unit price Each for INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER.

**INLET-MANHOLE, TYPE G-1, 5' (1.5 M) DIAMETER**

Effective October 1, 1995

Revised January 1, 2007

This work shall consist of all labor, equipment, and materials for the construction of Inlet-Manhole, Type G-1, 5' (1.5 m) Diameter and Combination Concrete Curb and Gutter in accordance with Section 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLET-MANHOLE, TYPE G-1, 5' (1.5 m) DIAMETER" to Article 602.16 of the Standard Specifications. Delete the first paragraph of Articles 606.14 and 606.15 of the Standard Specifications.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLET-MANHOLE, TYPE G-1, 5' (1.5 m) DIAMETER" in accordance with details shown in the plans.

This work will be measured and paid for at the contract unit price Each for INLET-MANHOLE, TYPE G-1, 5' (1.5 m) DIAMETER.

### **INLET-MANHOLE, TYPE G-1, 4' (1.2 M) DIAMETER, DOUBLE**

This work shall consist of all labor, equipment, and materials to construct the Inlet-Manhole, Type G-1, 4' (1.2 m) Diameter, Double and Combination Concrete Curb and Gutter in accordance with Section 602 and 606 of the Standard Specifications and the details in the plans.

Add "INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER, DOUBLE" to Article 602.16 of the Standard Specifications. Delete the first paragraph of Articles 606.14 and 606.15 of the Standard Specifications.

Payment for transitional Combination Concrete Curb and Gutter will be included in "INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER, DOUBLE" in accordance with details shown in the plans.

This work will be measured and paid for at the contract unit price Each for INLET-MANHOLE, TYPE G-1, 4' (1.2 m) DIAMETER, DOUBLE.

### **MANHOLES, TYPE A, 4'-DIAMETER WITH SPECIAL FRAME AND GRATE**

Effective: August 2, 2013

This work shall consist of furnishing equipment, labor, and materials for the construction of MANHOLES, TYPE A, 4'-DIAMETER WITH SPECIAL FRAME AND GRATE in accordance with Section 602 of the Standard Specifications and the details in the plans.

Add "MANHOLES, TYPE A, 4'-DIAMETER WITH SPECIAL FRAME AND GRATE" to Article 602.16 of the Standard Specifications.

A Type 37 Grate per CADD Standard 604301-D4 as shown in the plans shall be used. This work will be measured and paid for at the contract unit price per Each for MANHOLES, TYPE A, 4'-DIAMETER WITH SPECIAL FRAME AND GRATE.

### **INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE**

Effective: August 2, 2013

This work shall consist of furnishing equipment, labor, and materials for the construction of inlets in accordance with Section 602 of the Standard Specifications, Highway Standard 602301, and the details in the plans.

Add "INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE" to Article 602.16 of the Standard Specifications.

A Type 37 Grate per CADD Standard 604301-D4 as shown in the plans shall be used.

This work will be measured and paid for at the contract unit price per Each for INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE.

### **MANHOLES TO BE RECONSTRUCTED (SPECIAL)**

This work shall consist of furnishing equipment, labor, and materials for the reconstruction of existing manholes in accordance with Section 602 of the Standard Specifications and the details in the plans.

A new Frame and Grate for Type G-1 and Type G-1, Special Drainage Structures per CADD STD. 604001-D4 shall be used. The cost of this frame and grate shall not be paid for separately but will be included in the contract unit cost for MANHOLES TO BE RECONSTRUCTED (SPECIAL).

The existing inlet pipe on the west side of the existing manhole shall be removed and the existing hole enlarged to accommodate the proposed 21" storm sewer pipe detailed in the plans. Installation of the proposed inlet pipe shall be according to Article 602.13 of the Standard Specifications.

The existing inlet pipe on the south side of the existing manhole shall be removed and the existing hole shall be sealed with Class SI concrete or brick and mortar. After the concrete or mortar has set, the hole formed by removal of the existing pipe shall be backfilled with sand and the sand compacted.

Once reconstruction of the manhole is complete, all debris shall be removed from the bottom of the existing manhole to allow free flow of storm water through the structure.

This work will be measured and paid for at the contract unit price per Each for MANHOLES TO BE RECONSTRUCTED (SPECIAL).

### **CONCRETE MEDIAN SURFACE, 4 INCH (SPECIAL)**

Description: This work shall consist of constructing a Portland cement concrete median surface for the splitter islands and right turn bypass island per the dimensions shown in the plans and according to Section 606 of the Standard Specifications with the following requirements:

Submittals: The Contractor shall construct and finish a mock-up slab sample (approximate area equivalent to 6'x6') for review and approval by the Engineer prior to construction. The mock-up slab shall represent the final work in material and finish and shall be constructed under similar job site conditions including radial layout. If the

mock-up slab sample is denied by the Engineer, the Contractor will be required to repeat the mock-up sample process until approved by the Engineer. The mock-up slab shall remain in place until the final work is completed and accepted by the Engineer. Upon completion of the work, the Contractor shall remove and dispose of the mock-up slab.

Color Requirements: The Portland Cement concrete median surface shall be integrally colored using Dry Pigment Ready Mix Color No. 417 – Brick Red as produced by Solomon Colors, 4050 Color Plant Road, Springfield, Illinois 62702.

It shall be the responsibility of the Contractor to protect the adjacent concrete items from any discoloration as a result of contact with the coloring agent.

Final Finish: The concrete median surface shall be cured using a membrane curing compound for integrally colored concrete. The membrane curing compound Type II or III will not be allowed.

Transverse Contraction Joints: Sawed transverse contraction joints shall be placed at locations shown on the plans in accordance with Standard 420001 and as directed by the Engineer. The joints shall match the joints from the adjacent proposed pavement and curb and gutter.

Expansion Joints: All expansion joints adjacent or in the concrete pavement shall be cleaned and sealed with Sonneborn, Type SL-1 or NP-1, Color - Redwood Tan (Red).

Measurement and Payment: This work will be measured and paid for in accordance with Articles 606.14 and 606.15 of the Standard Specifications with the following exceptions. The cost of mock-up slab samples, coloring, sawing and sealing joints will not be paid for separately but shall be included in the contract unit price per square foot for CONCRETE MEDIAN SURFACE, 4 INCH (SPECIAL) and no additional compensation will be allowed.

### **WOVEN WIRE GATES TO BE REMOVED AND RE-ERECTED**

Description: This work shall consist of relocating the existing gate and gate posts as shown in the plans. The existing gate posts and farm type gate shall be removed, salvaged, and stored at the site at the direction of the Engineer. This reinstallation work shall be done in accordance with the applicable portions of Section 665 of the Standard Specifications at the location shown in the plans. The method of installation shall meet the approval of the Engineer. Any items damaged during removal, storage, or reinstallation shall be replaced at the Contractor's expense.

Method of Measurement: This work will be measured one time for the removal and reinstallation of the existing gate posts and gate per each existing gate location.

reinstallation of the existing gate posts and gate per each existing gate location.

Basis of Payment: This work shall be paid for at the contract unit price per each for WOVEN WIRE GATES TO BE REMOVED AND RE-ERECTED. The price shall include all items including labor, material, and equipment necessary to complete the work.

### **REMOVE AND SALVAGE SIGN PANEL**

Description: This work shall consist of removing and salvaging existing signs and sign posts at the locations shown on the plans or as directed by the Engineer. All holes left from the removal of existing posts shall be backfilled with suitable materials to the satisfaction of the Engineer.

The salvaged signs and posts shall be delivered to the City of Peoria Traffic Operations. The contractor shall call Traffic Operations at (309) 494-8800 to coordinate delivery of the salvaged signs and posts to the City's shop located at 3505 N. Dries Lane.

Measurement and Payment: This work will be measured and paid for at the contract unit price per each for REMOVE AND SALVAGE SIGN PANEL which includes all labor, material, and equipment necessary to perform the work.

### **STREET LIGHTING - RESPONSIBILITY OF BIDDER**

The installation shall comply with all applicable codes. The devices to be furnished and installed shall be compatible with the electrical requirements of the system and shall equal or exceed the capacity required. If the Contractor finds instances in which governing codes will be violated or the items which are specified are not compatible or have inadequate capacity, the Contractor shall immediately advise the Engineer to enable the Engineer to take the proper action before awarding the contract.

The Contractor shall be responsible for determining the conflicting structures where the Contractor shall cut trench or excavate for foundations.

Basis of Payment: All expenses incurred because of conflicting structures shall be borne by the Contractor. Such expenses shall be considered as included in the cost of the conduits and foundations and no additional compensation will be allowed.

### **STREET LIGHTING - RESPONSIBILITY OF CONTRACTOR**

The Contractor shall furnish and install complete lighting systems, thoroughly tested and in operating condition. He is cautioned to use the procedures outlined. For example, it is necessary that the wiring be meggered in the presence of the Engineer. All defective or

damaged parts must be replaced at no extra cost before payment will be made, even though approval has been given to use the parts on the basis of manufacturer's specifications and descriptions.

Special attention is called to Section 105 of the "Standard Specifications for Road and Bridge Construction."

The drawings indicate the locations of service installation, lights, conduits and wiring. Any minor change in the locations of these items from those shown on the plans will be made without additional charge, if so requested by the Engineer.

Basis of Payment: The Contractor shall furnish all materials, equipment, and labor necessary in performing the final inspection which cost will not be paid for separately but shall be included in the contract unit cost for the appropriate lighting pay items.

Any inconveniences, delays or additional expense caused by the Contractor in complying with these Special Provisions, shall not be considered cause for additional compensation, and no additional compensation will be allowed.

### **APPROVAL OF STREET LIGHTING MATERIALS**

Electrical materials shall be new and of the types and kinds approved by the Underwriter's Laboratories, Inc.

Before any work is started, the Contractor shall obtain written approval from the Engineer to install the furnished materials. Within thirty (30) days after the award of the contract, the Contractor shall submit the following to the City Engineer for approval:

A letter affirming that copies of the Special Provisions applying to fixtures and poles have been sent to the manufacturer certifying that the poles to be furnished will meet the requirements of the Special Provisions and three (3) copies of drawings showing each pole and fixture and including for both, the types of material, dimensions, thickness of material, method of fabrication and description of details and color surface, a sample of all cables and conductors, three (3) copies of photometric data including isofootcandle diagram, utilization curve and isocandle diagram for each pattern of each size of each type of fixture specified, description of pattern indicator, ballast, contactor, circuit breakers, selector switch, cabinet, insulating panel board, photocell, and fused safety switch.

## **GUARANTEES**

If a guarantee is included in the standard sales price of any items at no extra cost, the Contractor shall supply the engineer with a copy. Lamps, fixtures, ballasts, photocells, contactors and circuit breakers may have such a guarantee.

## **ELECTRIC SERVICE INSTALLATION, SPECIAL**

This work shall consist of furnishing and installing the Electrical Service. This work shall be performed in accordance with Section 804 of the Standard Specifications, the plan details, and as noted herein. The electric service installation shall extend beyond utility owned facilities to the point of cable termination of the incoming power to the lighting controller. Termination of the cable in the self-contained meter socket, provided as part of the lighting controller, shall be included in this work.

Measurement and Payment: All costs shall be included and shall be measured and paid for at the contract unit price per each for ELECTRIC SERVICE INSTALLATION, SPECIAL.

## **LIGHTING CONTROLLER, SPECIAL**

This work shall consist of furnishing, transporting, and installing the Lighting Controller Combination Unit, concrete foundation, and all electrical cable connections in the unit in accordance with Section 825 of the Standard Specifications, the plans, and as directed by the Engineer. The Controller Combination Unit shall be manufactured and assembled by Milbank (Catalog #CP3B51C19, 120/240 VAC, 1-phase, 3 wire; output 100 Amp, 100 Amp main circuit breaker, 2A Pole Load center, Photocell, Rainproof – Type3R, Steel Enclosure, painted Ebony 334 Black). Ameren approval of meter components must be satisfied. Unit exterior will be free of defects and have no sharp edges. The concrete foundation shall be Type D constructed per Highway Standard 878001-10.

Measurement and Payment: This work will be measured and paid for at the contract unit price per each for LIGHTING CONTROLLER, SPECIAL. The concrete foundation will not be paid for separately but shall be included in the price of the Lighting Controller Combination Unit.

## **RECEPTACLE (GFI TYPE) WITH WEATHERPROOF COVER**

Description: This item shall consist of furnishing and installing a 20 amp ground fault circuit interrupting receptacle and outdoor box cover on a treated nominal 4x4 post. The work shall include furnishing and installing fuses, fuse blocks, all wiring, and conduit

associated with the receptacle.

Materials: Materials shall be according to the following Articles of Standard Specifications, Section 1000 – Materials.

Item Article/Section

- (a) Wire in the Pole 1066.09
- (b) Fuseholders and Fuses 1065.01
- (c) Conduit 1088.01

GFCI Receptacle: The receptacle shall be a 20 amp, 120 volt duplex ground fault interrupting premium specification grade. Receptacle shall be Black. The receptacle box shall be black weather resistant.

Outdoor Cover. The cover shall be a rugged UV resistant polycarbonate cover and back that protects the devices without cracking or breaking. The cover shall also be non-corrosive and nonconductive.

Treated Nominal 4x4 Post: The post shall be buried to a depth of 4' below proposed ground elevation and extend 2' above proposed elevation.

Construction Requirements:

General: All wire and conduit to connect the receptacle to the controller shall be included in the cost of the RECEPTACLE (GFI) TYPE WITH WEATHERPROOF COVER. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

Method of Measurement: This work shall be measured each for RECEPTACLE (GFI) TYPE WITH WEATHERPROOF COVER installed.

Basis of Payment: This work shall be paid for at the contract unit price each for RECEPTACLE (GFI) TYPE WITH WEATHERPROOF COVER which price shall be payment in full for furnishing and installing the wiring, conduit, receptacle, fuses, and appurtenances necessary for a complete and operational unit as indicated on the drawings and as approved by the Engineer.

### **STREET LIGHTING ASSEMBLY COMPLETE**

This work shall consist of furnishing and installing a complete street light assembly including luminaire, light pole, wiring, and all appurtenances to complete the installation as shown on the plans and as noted herein.

The luminaire shall be furnished and installed in accordance with Section 821 of the Standard Specifications, the plan details, and as noted herein. Luminaires shall have a black baked acrylic enamel finish.

The light pole shall be furnished and installed in accordance with Section 830 of the Standard Specifications, the plan details, and as noted herein. Poles shall have a black powder coated finish. Pole/unit identification shall be located behind the pole near the base so that it is clearly legible.

The assembly shall be provided as described via the fixture schedule and details on the plans. Equals will be considered if submitted for approval a minimum of 6 business days prior to bid acceptance. All equal submittals must be accompanied with photometric calculations as described in Article 1067.01 of the Standard Specifications. No substitutions will be allowed except for equals approved in writing prior to bid.

The luminaire, arm, and light pole assembly with the exception of the lamp shall be warranted with standard manufacturer's warranty for a minimum period of 1 year from project completion. The manufacturer's finish for the davit arm, light pole and base assembly shall be warranted with standard manufacturer's warranty for a minimum period of 5 years from project completion. All certified warranty documents shall be provided with the shop drawings for review and approval by the City of Peoria.

Measurement and Payment: This work will be measured and paid at the contract unit price per each for STREET LIGHTING ASSEMBLY COMPLETE of the type specified in the plans.

### **STREET LIGHTING ACCEPTANCE**

Final acceptance of the Street Lighting items shall be concluded after test data is approved and a final review of the system by the Engineer and City results in a finding that the system is complete and according to specifications.

### **STREET LIGHTING WIRING TESTS**

The tests outlined in this section are witness tests to be performed during construction in the presence of the Engineer at times approved by the Engineer. They shall be performed by the Contractor's personnel and with his equipment. This work is included in the cost of Street Lighting Assembly Complete of the type specified and no extra compensation will be allowed.

Testing will be performed at opportune times before final inspection. Defects shall be corrected and testing repeated until all sections of the installation are sound. Splicing or repairing of insulation below grade is not permissible except in a handhole.

All data required herein shall be read and recorded at the time of the test by the Engineer in the log which will be retained by him for examination and approval at the time of final inspection. It is the responsibility of the Contractor to make certain that the log is complete and the data proves that the system performance exceeds the minimum requirements. Approval for payment will be given only if the Engineer submits a complete log at time of final inspection and that the final, corrected system meets the minimum requirements.

It is the purpose of the test to confirm the quality of insulation in the ballasts and wiring. All construction shall be finished when tests are made. The pole shall be erected with ballasts and lamps in-place. Trenches shall be backfilled and all connections shall be made up in handholes, poles and control cabinets.

Insulation resistance shall be measured with a megger generating not less than 500 or more than 1,000 volts. A multimeter is not acceptable because it applies only a few volts which will permit some insulation defects to go undetected. Erratic behavior of the megger during the test indicates an intermittent weakness which must be corrected. Only the lowest value indicated shall be considered or recorded.

The Engineer shall log the serial number and voltage rating of the megger used by the Contractor. He shall then confirm the calibration of the megger by connecting the two leads of the megger together so that the resistance to be measured by the megger when it is turned to full speed is zero. Unless this is true, the megger will give false readings under all other circumstances as well.

Each circuit shall be permanently tagged for identification and then tested at the control centers. The full voltage of the megger shall be applied between ground and each insulated wire in each circuit. The ground shall consist of a driven, copper clad rod 8' x 5/8" or larger, connected by #6 wire to the power company neutral in the control cabinet. Circuits shall be isolated from each other by opening the circuit breakers.

The minimum acceptable resistance to ground shown by the megger shall be as detailed in Article 801.13 (a) (2).

The megger shall be operating at full crank speed when it is read. If needle fluctuates, the lowest resistance value shall be recorded.

If any conductor has less resistance than that shown above, it shall be rejected regardless of atmosphere, groundwater or other conditions which may be alleged to be the reason. Defective cables shall be replaced and retested until satisfactory.

Basis of Payment: This work shall not be paid for separately but shall be included in the contract unit price bid for STREET LIGHTING ASSEMBLY COMPLETE of the types specified on the plans.

## **STREET LIGHTING VOLTAGE REGULATION AND CURRENT BALANCE TESTS**

It is the purpose of these tests to confirm the design values of voltage drop and the accuracy of the installed wiring layout. The test shall be performed in the sequence given as rapidly as possible, except for the five-minute warm-up. Only one voltmeter and one ammeter shall be used to eliminate discrepancies between instruments. The instruments shall not be adjusted after testing begins.

- 1) Turn lights on and record "starting" current in supply phase wires A and B.
- 2) After lights are on five minutes:
  - a) Record "operating" current in phase wires A and B;
  - b) Record phase voltage;
  - c) Record voltage across ballast in handhole in end light of circuit designated by Engineer;
  - d) Record voltage of same circuit at control center to determine voltage drop between end lamp and control center; and
  - e) Record current in each lighting circuit.

Basis of Payment: This work shall not be paid for separately but shall be included in the contract unit price bid for STREET LIGHTING ASSEMBLY COMPLETE of the types specified on the plans.

**WIRING TEST LOG SHEET**

(One REQUIRED for each control of service center)

Control Center Number : \_\_\_\_\_

**MEGGER DATA:**

Volts generated \_\_\_\_\_ volts. (Must be 500 to 1,000) Scale  
 used: 0 to \_\_\_\_\_ megohms  
 Manufactured by: \_\_\_\_\_  
 Serial Number: \_\_\_\_\_

**CONSTRUCTION STATUS:**

Wiring complete \_\_\_\_\_ Incomplete  
 Trenches open \_\_\_\_\_ Backfilled

**MEGOHMS TO GROUND:**

Wire A to power supply	_____	megohms
Wire B to power supply	_____	megohms
Wire A to lighting circuit 1	_____	megohms
Wire B to lighting circuit 1	_____	megohms
Wire A to lighting circuit 2	_____	megohms
Wire B to lighting circuit 2	_____	megohms
Wire A to lighting circuit 3	_____	megohms
Wire B to lighting circuit 3	_____	megohms

**AMPERES:**

Wire A to power supply, initial	_____	amperes
Wire B to power supply,	_____	amperes
Wire A to power supply, after 5 minutes on	_____	amperes
Wire B to power supply, after 5 minutes on	_____	amperes
Wire A, Circuit 1 - after 5 minutes on	_____	amperes
Wire A, Circuit 2 - after 5 minutes on	_____	amperes
Wire A, Circuit 3 - after 5 minutes on	_____	amperes
Wire A, Circuit 4 - after 5 minutes on	_____	amperes

REGULATION: (Make following tests in order shown with lights burning after they have been on for five (5) minutes or more).

1. Voltage in control cabinet between Wire A and Wire B to Power supply:  
 \_\_\_\_\_ Volts.
2. Voltage between Wire A and Wire B at most distant light (designated by Engineer):  
 \_\_\_\_\_ Volts.
3. Voltage in control cabinet between Wire A and Wire B to Power supply (same as 1):  
 \_\_\_\_\_ Volts.

\_\_\_\_\_  
 Engineer

## **YARD HYDRANT (FROST PROOF)**

**Description:** This work shall consist of the construction of a water service box, water meter and box, and a flush mounted yard hydrant with hose bib in accordance with the details as shown on plans and as directed by the Engineer so that the yard hydrant can be connected to a water main in the future.

**Materials:** The water service box and water meter with box shall be approved by the utility company. The anti-siphon, frost proof yard hydrant shall be a Woodford Model Y95. The yard hydrant shall include a hose bib. The location wire shall be from Copperhead Industries, LLC, part number 1230B-HS.

**Construction Requirements:** The flush mounted yard hydrant shall be installed flush with surrounding surfaces. The enclosure shall include hinged door with a tamper proof tee key lock and shall include the word "WATER" in the casting. The service line located between the water meter and the yard hydrant shall include a separate drain valve located in the water meter box. The location wire shall be a direct burial #12 AWG Solid (.0808" diameter), 21% conductivity annealed copper-clad high carbon steel strength tracer wire, 380# average tensile break load, 30 mil. High molecular weight-high density blue polyethylene jacket complying with ASTM D1248, 30 volt rating. The wire shall be contiguous except at test stations, valve boxes, and where splicing is required. All splices shall be encased with a 3M-Gel Pack model No. 054007-09053. Wire insulation shall be highly resistant to alkalis, acid and other destructive agents found in soil.

**Measurement and Payment:** This work will be measured for payment at the contract unit price each for YARD HYDRANT (FROST PROOF) which price shall be considered payment in full for all labor, equipment, and materials required for the hydrant to be fully functional once water main is constructed in this area. No additional compensation will be allowed for any material required for the water service box and water meter as required by the utility company.

## **FENCE REMOVAL**

This work consists of removing fence at the locations shown on the plans or as directed by the Engineer.

The existing fence will be removed before construction activities begin after coordinating with adjacent property owners.

The Contractor is responsible for ensuring the existing portions of fence to stay in place are not damaged during removal. Damaged portions of fence shall be replaced by the Contractor with no additional compensation as directed by the Engineer.

Removed fence shall be disposed of by the Contractor.

All holes left from the removal shall be backfilled with suitable materials to the satisfaction of the Engineer. Removal of the fence shall start and terminate at existing supports with existing supports to remain in their original condition.

Fence to be removed will be measured for payment in feet, along the top of the fence from center to center of posts prior to removal.

This work will be measured and paid for at the contract unit price per lineal foot for FENCE REMOVAL, which includes all labor, material and equipment necessary to perform the work. This will include the disposal of removed material to a suitable off-site location.

### **ROCK FILL**

Description. This work shall consist of furnishing, transporting and placing rock fill for ground stabilization.

Material: The material shall meet Quality Designation "B" as required in Article 1005.01 of the Standard Specifications for Road and Bridge Construction and may be shot rock or primary crusher run. It shall not contain objectionable quantities of dirt, sand, clay, rock fines, RAP, wood or brick.

The material shall be well graded CA 1, CA 3, CA 5, or CA 7 gradation.

Method of Measurement: Rock fill will be measured for payment in place and the volume computed to the nearest cubic yard, based on the actual lengths, widths, and depths.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard of ROCK FILL.

### **BORROW AND FURNISHED EXCAVATION**

Effective March 7, 2000    Revised April 27, 2007

Add the following to the requirements of Article 204:

"Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both sides and top with a minimum of 3 feet (900 mm) of non-restricted soil not considered detrimental in terms of erosion potential or excess volume change. A restricted soil is defined as having any one of the following properties:"

A grain size distribution with less than 35% passing the number 75um (#200) sieve.

A plasticity index of less than 12.

A liquid limit in excess of 50.

“All restricted and non-restricted embankment materials shall have the following minimum strengths for the indicated moistures:”

Immediate Bearing Value	Shear Strength At 95% Density *	Moisture
3.0	1,000PSF (50 Kpa)	120%
4.0	1,300 PSF (62 Kpa)	110%

**EMBANKMENT (RESTRICTIONS)**

Effective January 21, 2005      Revised August 3, 2007

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3’ (1 m) of non-restricted soil (see “Borrow and Furnished Excavation” Special Provision). Alternating layers of further restricted material and cohesive soil will not be permitted. The further restricted materials may only be incorporated into the embankment by using one of the following procedures:

- a. The further restricted materials shall be placed in 4” lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10’ (3 m) by 10’ (3 m) French drain consisting of nonwoven geotechnical fabric with 12” (0.3 m) of B-3 riprap. This shall be constructed on both sides of the embankment at the toe of the foreslope spaced 150’ (46 m) apart. At locations requiring a French drain 3’ (1 m) cohesive cap

shall not be installed within the 10' by 10' riprap area. If the Engineer determines that the existing ground is a granular free draining soil, the French drain may be deleted.

- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4" (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and transverse underdrains spaced at 250' (75 m) centers. The underdrain shall consist of a 2' (0.6 m) deep by 1' (0.3 m) wide trench, backfilled with FA4 sand and a 4" (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6" (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure or outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of EARTH EXCAVATION, FURNISHED EXCAVATION, or BORROW EXCACATION.

### **SUBBASE GRANULAR MATERIAL**

Effective: November 5, 2004

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

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

### **PIPE CULVERTS**

Effective July 1, 1990      Revised January 1, 2007

Add the following sentence to the sixth paragraph of Article 542.04(d): "All connecting bands shall be a minimum of 24" (600 mm) wide".

### **PERMANENT SURVEY MARKERS**

Effective January 1, 2014

The metal tablet used on permanent survey markers shall be made of bronze

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

Effective April 26, 2013      Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

## **PCC AUTOMATIC BATCHING EQUIPMENT**

Effective April 23, 2010      Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a) (7) of the Standard Specifications.

## **PCC SLIPFORM PAVING AGGREGATE OPTIMIZATION**

Effective August 3, 2012      Revised November 7, 2014

Delete Note 8/ of Article 1004.01(c) and replace Article 1004.02(d)(1) with the following:

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

## **MATERIAL TRANSFER DEVICE**

**Description:** This work shall consist of placing HMA binder and surface course mixtures for mainline paving operations according to Section 406 of the Standard Specifications for Road and Bridge Construction, except that these materials shall be placed using a material transfer device.

**Equipment:** The material transfer device shall have a minimum surge capacity of 15 tons, shall be self-propelled, and capable of moving independent of the paver, and shall be equipped with the following:

1. Front-Dump Hopper and Conveyor: The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. The material transfer device shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
2. Paver Hopper Insert: The paver hopper insert shall have minimum capacity of 14 tons.
3. Mixer/Agitator Mechanism: The re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper.

**Construction Requirements:** The material transfer device shall be used for the placement of all HMA binder and surface course mixtures placed on the mainline roadway. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation. **Use of a material transfer device with a roadway contact pressure, when fully loaded, exceeding 25 psi (138 kPa) will not be allowed.**

**Method of Measurement:** This work will be measured for payment in tons of HMA binder and surface course materials placed on the mainline roadway with a material transfer device.

**Basis of Payment:** This work will be paid for at the contract unit price per ton for MATERIAL TRANSFER DEVICE. The various HMA mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

No payment will be made for tonnages of HMA items required to be placed with a

material transfer device, but were not able to be placed with a material transfer device.

The maximum tonnage eligible for payment when placed with the material transfer device will be limited to the final pay quantity of the pay items placed.

**STATUS OF UTILITIES/UTILITIES TO BE ADJUSTED**

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

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) shall be notified prior to starting construction, so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123 or 811.

The following utilities are located within the project limits. For relocations, the utility companies have provided the estimated dates.

<u>Name, Contact</u> <u>Contact Info of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Status</u>	<u>Estimated Date Relocation Completed</u>
<b>Ameren Illinois</b> J.W. Brown 8420 N. University St. Peoria, IL 61615 309-693-4883	Gas 6" Plastic	Northeast Quadrant	Use Caution	N/A
<b>Ameren Illinois</b> Cody Davis 8420 N. University St. Peoria, IL 61615 309-693-4727	Aerial Electric	Project Limits	Yes	During Const
<b>Comcast</b> Martha Gieras (630) 600-6352	Aerial Cable	Project Limits	Yes	During Const

**Frontier Telephone**

Terry Spurgeon 111 S. Main St. Kewanee, IL 61443 (309) 853-6293	Buried Fiber Optics	South Side of Alta Ln West Side of Radnor Rd	Use Caution	N/A
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**GPSD**

Al Howerter 2322 S. Darst Street Peoria, IL 61607 309-637-3511	Sanitary Sewer Force Main	East Side of Radnor	Use Caution	N/A
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**Windstream**

David Ferreira 211-B SW Adams St. Peoria, IL 61602 (309) 282-3110	Buried Fiber Optic	South Side Alta Ln West Side Radnor Rd	Yes	During Const
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**Stratus Networks, Inc**

John Petrakis 4700 N. Prospect Rd. Suite 8 Peoria Heights, IL 61616 309-208-0201	Buried Fiber Optic	South Side Alta Ln West Side Radnor Rd	Use Caution	N/A
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The above represents the best information of the CITY and is only included for the convenience of the bidder. The applicable provisions of Recurring Special Provisions LRS6, and Articles 105.07, 107.20, 107.31, 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.

**UTILITIES – LOCATIONS/INFORMATION ON PLANS**

Effective: November 8, 2013

The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines, and other utilities as shown on the plans are based on field investigation and locations provided by the utility companies, but they are not

guaranteed. Unless elevations are shown, all utility locations shown on the cross sections are based on the approximate depth supplied by the utility company. It shall be the Contractor's responsibility to ascertain their exact location from the utility companies and by field inspection.

### **STATEWIDE 12 PERMIT**

This project is covered under the provisions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit 12 – Replacement Structures per the enclosed notification letter. A copy of the statewide permit will be provided upon request.

### **NATIONWIDE 404 PERMIT**

This project is covered under the provisions of Nationwide Permit (NWP) #14 by the U.S. Army Corps of Engineers. Even though the permit has expired, this project will be covered under the non-reporting conditions of NWP 14. Therefore, the permit is still valid under the new rules and regulations. The changes from the 2012 NWP's to the 2017 NWP's are minor and are not applicable to this project. There were no significant 401 Water Quality Certification, changes to NWP 14. The Engineer will provide the Contractor with the final 401 changes once they are issued.

The conditions of this permit can be found in the attached pages from the Federal Register.



# Storm Water Pollution Prevention Plan



Route FAS 381/387 (Alta Ln/Radnor Rd)	Marked Route	Section 09-00342-00-PW
Project Number HSIP-5093(176)	County Peoria	Contract Number 89572

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 Scott Reese, P.E.	Title City Engineer	Agency City of Peoria
Signature 	Date 12/9/16	

## I. Site Description

- A. Provide a description of the project location (include latitude and longitude):  
The project is located in the northwest section of the City of Peoria in Peoria County (40.8125041, -89.6497117) between Sections 25 and 36, T10N, R7E, 4th PM.
- B. Provide a description of the construction activity which is subject of this plan:  
The purpose of this project is to improve the intersection sight distance and accommodate the growing traffic demand with a single lane modern roundabout.
- C. Provide the estimated duration of this project:  
The estimated construction duration is 70 working days.
- D. The total area of the construction site is estimated to be 6.13 acres.  
The total area of the site estimated to be disturbed by excavation, grading or other activities is 6.13 acres.
- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:  
0.61
- F. List all soils found within project boundaries. Include map unit name, slope information and erosivity:  
43A Ipava silt loam, 0 to 2 percent slopes, Kw and Kf=0.32  
86B Osco silt loam, 2 to 5 percent slopes, Kw and Kf = 0.32  
567B2 Elkhart silt loam, 2 to 5 percent slopes, eroded, Kw and Kf=0.37  
(See attached USDA Natural Resources Conservation Service Web Soil Survey map)
- G. Provide an aerial extent of wetland acreage at the site:  
According to the U.S. Fish and Wildlife Service National Wetlands Inventory, there are no known wetlands within the project limits. (See attached wetlands inventory map)

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

The majority of soils surrounding and within the project limits are slightly erodible. They are all some type of loam mixture and generally flat to rolling slopes. Potential erosive areas associated with this project will include ditches and foreslopes.

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.):

The land disturbing activities on this project are reshaping the existing road bed, extending existing culverts, and shaping new ditches. There are no scheduled neighboring activities that will affect the soil erosion and sediment control plans.

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:

The City of Peoria owns the drainage system.

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

N/A

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

The culvert to be extended is located on an unnamed tributary to the Kickapoo Creek with the ultimate receiving water being the Illinois 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.

There are no critical areas of the site that are to be protected or remain undisturbed.

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):

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

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:

c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:  
 \_\_\_\_\_

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

a. The name(s) of the listed water body:  
 \_\_\_\_\_

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:  
 \_\_\_\_\_

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:  
 \_\_\_\_\_

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment             | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete                  | <input checked="" type="checkbox"/> Antifreeze / Coolants  |
| <input checked="" type="checkbox"/> Concrete Truck waste      | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment               |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) _____   |
| <input checked="" type="checkbox"/> Solid waste Debris        | <input type="checkbox"/> Other (specify) _____   |
| <input checked="" 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 checked="" type="checkbox"/> Protection of Trees               | <input type="checkbox"/> Geotextiles                                   |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) _____                         |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify) _____                         |
| <input type="checkbox"/> Temporary Mulching                           | <input type="checkbox"/> Other (specify) _____                         |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify) _____                         |

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

The contractor's operations shall not disturb any established vegetation outside the established construction limits shown on the plans without written approval of the Engineer. Perimeter erosion barrier will be in place before any soil is disturbed. Inlet and pipe protection and Inlet filters will be used to prevent sedimentation from leaving the project site as shown in the erosion control plans. The contractor will seed disturbed areas with temporary or permanent seeding as shown on the plans or as directed by the Engineer.

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

The contractor is required to permanently seed the disturbed areas from the edge of proposed shoulder to the construction limits as shown on the plans. The seeded areas will be covered with mulch to protect the seed until it is established.

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 checked="" 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:

Perimeter erosion barrier shall be placed in areas designated on the plans or by the Engineer prior to any soil being exposed. Temporary ditch checks will be placed as shown on the plans or directed by the Engineer after the proposed ditches have been graded and shaped. Storm drain inlet protection shall be placed as shown on the plans or directed by the Engineer after the inlets have been installed.

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

Riprap will be placed as shown on the plans as a permanent measure to minimize erosion along steep ditch profiles and at each end of the culvert end sections.

**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.

**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:

Stone riprap will be placed at the outlet of each culvert end section as shown on the plan sheets or as directed by the Engineer. Normal flow shall be allowed to pass at the rate it enters the job site.

**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:

See project plans for erosion and sediment control types and locations for this project.

**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.

1. Seeding - All erodible bare earth will be temporarily seeded on a weekly basis to minimize the amount of erodible surface within the contract limits. Permanent seeding will be applied as soon as possible.
2. Perimeter Erosion Barrier - Sediment will be removed if the integrity of the fencing is in jeopardy and any fencing knocked down will be repaired immediately.
3. Temporary Ditch Checks - Sediment will be removed if the integrity of the ditch check is in jeopardy and any ditch check destroyed by a rain event will be replaced immediately.
4. Engineer Directed Measures - Additional measures directed by the engineer shall be implemented within 24 hours and maintained in a timely manner.

### 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 Stormwater 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](mailto: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:

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**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.

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 FAS 381/387 (Alta Ln/Radnor Rd)	Marked Route 	Section 09-00342-00-PW
Project Number HSIP-5093(176)	County Peoria	Contract Number 89572

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.

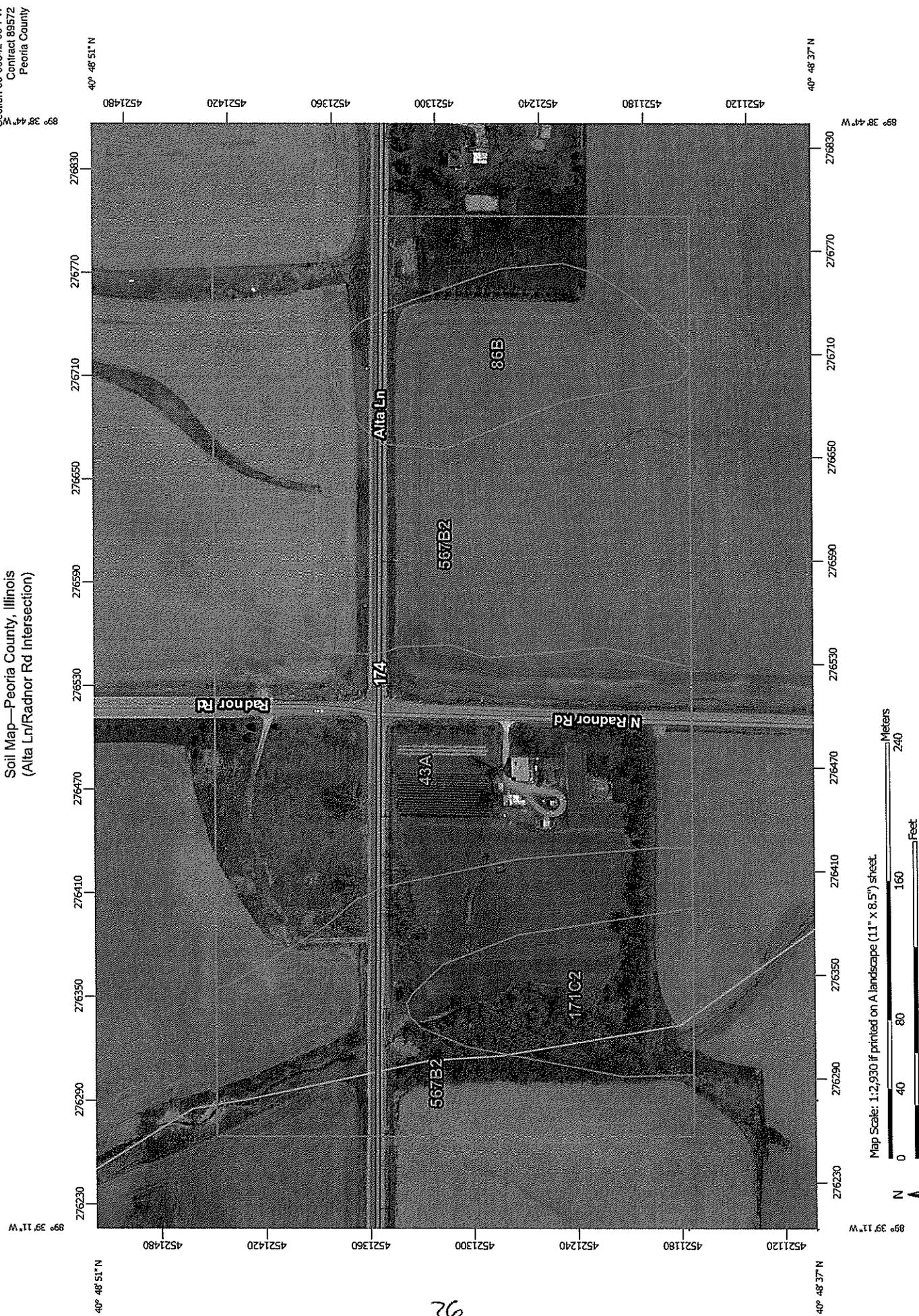
In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will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

- Contractor
- Sub-Contractor

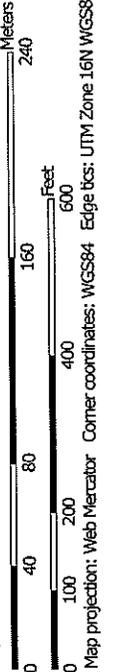
Print Name 	Signature 
Title 	Date 
Name of Firm 	Telephone 
Street Address 	City/State/Zip 

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

Soil Map—Peoria County, Illinois  
 (Alta Ln/Radnor Rd Intersection)



Map Scale: 1:2,930 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

36

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.  
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Peoria County, Illinois  
 Survey Area Data: Version 10, Sep 25, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## MAP LEGEND

- |  |                        |  |                       |
|--|------------------------|--|-----------------------|
|  | Area of Interest (AOI) |  | Soil Area             |
|  | Soils                  |  | Stony Spot            |
|  | Soil Map Unit Polygons |  | Very Stony Spot       |
|  | Soil Map Unit Lines    |  | Wet Spot              |
|  | Soil Map Unit Points   |  | Other                 |
|  | Special Point Features |  | Special Line Features |
|  | Blowout                |  | Water Features        |
|  | Borrow Pit             |  | Streams and Canals    |
|  | Clay Spot              |  | Transportation        |
|  | Closed Depression      |  | Rails                 |
|  | Gravel Pit             |  | Interstate Highways   |
|  | Gravelly Spot          |  | US Routes             |
|  | Landfill               |  | Major Roads           |
|  | Lava Flow              |  | Local Roads           |
|  | Marsh or swamp         |  | Background            |
|  | Mine or Quarry         |  | Aerial Photography    |
|  | Miscellaneous Water    |  |                       |
|  | Perennial Water        |  |                       |
|  | Rock Outcrop           |  |                       |
|  | Saline Spot            |  |                       |
|  | Sandy Spot             |  |                       |
|  | Severely Eroded Spot   |  |                       |
|  | Sinkhole               |  |                       |
|  | Slide or Slip          |  |                       |
|  | Sodic Spot             |  |                       |

## Map Unit Legend

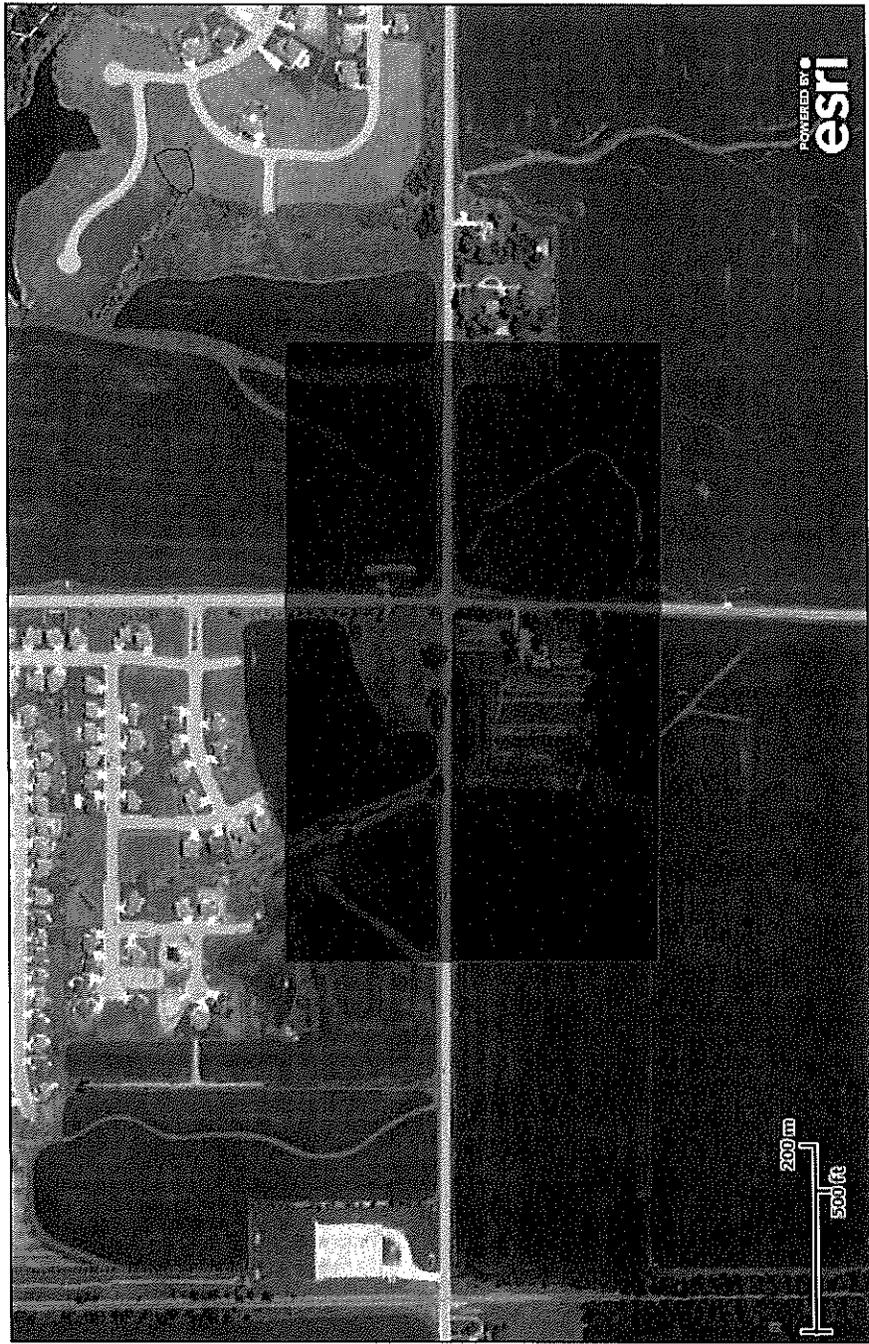
Peoria County, Illinois (IL143)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
43A	Ipava silt loam, 0 to 2 percent slopes	9.6	26.4%
86B	Oscos silt loam, 2 to 5 percent slopes	3.6	9.9%
171C2	Catlin silt loam, 5 to 10 percent slopes, eroded	2.9	8.0%
567B2	Elkhart silt loam, 2 to 5 percent slopes, eroded	20.3	55.8%
<b>Totals for Area of Interest</b>		<b>36.4</b>	<b>100.0%</b>

**Alia Ln/Radnor Rd**

Dec 8, 2015

- Wetlands**
-  Freshwater Emergent
  -  Freshwater Forested/Shrub
  -  Estuarine and Marine Deepwater
  -  Estuarine and Marine
  -  Freshwater Pond
  -  Lake
  -  Riverine
  -  Other

**U.S. Fish and Wildlife Service  
 National Wetlands Inventory**



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**User Remarks:**



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, ROCK ISLAND DISTRICT**  
**PO BOX 2004 CLOCK TOWER BUILDING**  
**ROCK ISLAND, ILLINOIS 61204-2004**

October 10, 2014

Operations Division

SUBJECT: CEMVR-OD-P-2011-1196

Mr. George B. Merkle, P.E.  
Maurer-Stutz, Inc.  
3116 N. Dries Lane, Suite 100  
Peoria, Illinois 61604

Dear Mr. Merkle:

This is in response to our recent telephone conversation and your letter dated October 3, 2014, regarding the City of Peoria's proposed reconstruction of the intersection of Alta Lane and Radnor Road located in Section 25, Township 10 North, Range 7 East, Peoria County, Illinois.

The west culvert, on Alta Lane, will impact a small portion of tributary stream of Kickapoo Creek. The tributary stream is determined to be a Waters of the United States under jurisdiction of Section 404 of the Clean Water Act (33 U.S.C. 1344).

The project was previously authorized under Department of the Army Regional Permit 38, 'Fill Material Placed in Waters of the U.S. for Road Crossings in the State of Illinois', issued November 17, 2011. This authorization will expire June 15, 2016, and cannot be extended. According to your letter, the project is scheduled to be bid in the Spring of 2016. The Regional Permit will expire before the project work is completed.

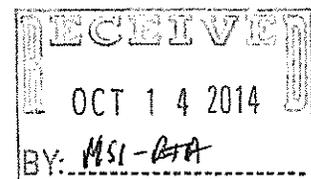
The proposed project is within the scope and limitations of our Nationwide Permit Program. Therefore, authorization for this project is re-issued under Nationwide Permit 14, 'Linear Transportation Projects', as described in the enclosed Nationwide Permit Fact Sheet No. 7(IL) provided you meet the general and regional permit conditions for the nationwide permits. The previously issued Regional Permit 38 has been rescinded.

The east culvert, on Alta Lane, will be on a grassed waterway, which does not meet criteria as a water of the U.S. No permit required for this culvert work.

Since the impacts to waters of the U.S. will be less than 0.1 acre, compensatory mitigation will not be required.

The Illinois Environmental Protection Agency (IEPA) has issued Section 401 Water Quality Certification with conditions for this nationwide permit. Please note these additional conditions included in the Fact Sheet.

The Corps has made a determination of no effect on federally threatened and endangered species or critical habitat.



-2-

- **Special Conditions:**

1. You are encouraged to conduct your project work during a period of low flow, and to implement appropriate measures to minimize the amount of sediments introduced into Waters of the United States during construction of this project.

2. Excavated soil materials and other spoil materials, not used on the project site, shall be removed from site and disposed of in an upland non-wetland location in a manner so there is no return discharge of materials into any streams or wetlands. This may include spreading soil materials on adjacent farmland determined by the USDA Natural Resources Conservation Service as Non-Wetland (NW) or Prior Converted (PC). No materials are to be placed in Wetlands (W) or Farmed Wetlands (FW).

The decisions regarding this action are based on information found in the administrative record, which documents the District's decision-making process, the basis for the decision, and the final decision.

This verification is valid until March 18, 2017, unless the nationwide permits are modified, reissued or revoked. It is your responsibility to remain informed of changes to the nationwide permit program. We will issue a public notice announcing any changes if and when they occur. Furthermore, if you commence or are under contract to commence this activity before the date the nationwide permits are modified or revoked, you will have twelve months from this date to complete your activity under the present terms and conditions of these nationwide permits. Construction should be completed by March 18, 2018.

Please contact our office if the project plans change and there are different impacts caused by dredged or fill material into Corps' regulated waters. This may change your Department of the Army 404 authorization.

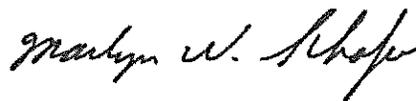
You should have all required federal, state, and local approvals prior to commencing work.

You are required to complete and return the enclosed "Completed Work Certification" form upon completion of your project in accordance with General Condition No. 30 of the nationwide permits.

We have appreciated your patience and cooperation during the processing of this permit.

Should you have any questions, please contact me by letter, telephone 309/794-5377, or email [marlyn.w.schafer@usace.army.mil](mailto:marlyn.w.schafer@usace.army.mil). Or, you may contact Mr. Gene Wassenhove, Compliance Inspector, at tel: 309/794-5368, or email [Lagene.A.Wassenhove@usace.army.mil](mailto:Lagene.A.Wassenhove@usace.army.mil)

Sincerely,



Marlyn W. Schafer  
Project Manager  
Regulatory Branch

**Transfer of Nationwide Permit Verifications.** When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_ Transferee \_\_\_\_\_ Date \_\_\_\_\_

Enclosures

Copies Furnished (w/enclosures):

City of Peoria  
Public Works Department  
419 Fulton Street, Suite #307  
Peoria, Illinois 61602-1217

Mr. Dan Heacock  
Manager, Watershed Management Section  
Illinois Environmental Protection Agency  
Bureau of Water, Section 15  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

U.S. Army Corps of Engineers  
Illinois Waterway Project Office  
257 Grant Street  
Peoria, Illinois 61603

## COMPLETED WORK CERTIFICATION

Permit Number: CEMVR-OD-P-2011-1196

Name of Permittee: City of Peoria  
Public Works Department

Authorized Agent: George B. Merkle  
Senior Project Engineer  
Maurer-Stutz, Inc.

Date of Issuance: October 10, 2014

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
Rock Island District  
Regulatory Branch (OD-P)  
Clock Tower Building  
Post Office Box 2004  
Rock Island, Illinois 61204-2004

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

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Signature of Permittee  
or Authorized Agent

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Date

## **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

**METHOD OF MEASUREMENT:** The unit of measurement is in hours.

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1 . During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

City of Peoria

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Peoria County

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

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets  
SPECIAL PROVISION  
FOR  
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004  
Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

## ADJUSTING FRAMES AND GRATES (BDE)

Effective: April 1, 2017

Add the following to Article 602.02 of the Standard Specifications:

- "(s) High Density Expanded Polystyrene Adjusting Rings  
with Polyurea Coating (Note 4) ..... 1043.04  
(t) Expanded Polypropylene (EPP) Adjusting Rings (Note 5) ..... 1043.05

Note 4. High density expanded polystyrene adjusting rings with polyurea coating shall meet the design load requirements of AASHTO HS20/25. The rings may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

Note 5. Riser rings fabricated from EPP may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). An adhesive meeting ASTM C 920, Type S, Grade N5, Class 25 shall be used with EPP adjustment rings. The top ring of the adjustment stack shall be a finish ring with grooves on the lower surface and flat upper surface. The joints between all manhole adjustment rings and the frame and cover shall be sealed using the approved adhesive. In lieu of the use of an adhesive, an internal or external mechanical frame-chimney seal may be used for watertight installation. EPP adjustment rings shall not be used with heat shrinkable infiltration barriers."

Add the following to Section 1043 of the Standard Specifications:

**"1043.04 High Density Expanded Polystyrene Adjusting Rings with Polyurea Coating.** High density expanded polystyrene adjustment rings with polyurea coating shall be designed and tested to meet or exceed an HS25 wheel load according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M306 HS-25). The raw material suppliers shall provide certifications of quality or testing using the following ASTM standards, and upon request, certify that only virgin material was used in the manufacturing of the expanded polystyrene rings.

Physical Property	Test Standard	Value	
		3.0 lb/cu ft	4.5 lb/cu ft
Compression Resistance at 10% deformation at 5% deformation at 2% deformation	ASTM D 1621	50 - 70	70 - 90
		45 - 60	60 - 80
		15 - 20	20 - 40
Flexural Strength	ASTM D 790	90 - 120	130 - 200
Water Absorption	ASTM D 570	2.0%	1.7%
Coefficient of Linear Expansion	ASTM D 696	2.70E-06 in./in./°F	2.80E-06 in./in./°F
Shear Strength	ASTM D 732	55	80

Tensile Strength	ASTM D 1623	70 - 90	130 - 140
Water Vapor Transmission	ASTM C 355	0.82 – 0.86 perm – in.	

High density expanded polystyrene adjustment rings with polyurea coating shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to  $\pm 0.063$  in. ( $\pm 1.6$  mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.

**1043.05 Expanded Polypropylene (EPP) Adjusting Rings.** The EPP adjusting rings shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25).

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to  $\pm 0.063$  in. ( $\pm 1.6$  mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.”

80382

**CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS ≤ 5 FEET (BDE)**

Effective: April 1, 2012

Revised: July 1, 2016

Revise the second paragraph of Article 540.04 of the Standard Specifications to read:

“Unless otherwise noted on the plans, the Contractor shall have the option, when a cast-in-place concrete box culvert is specified, of constructing the box culvert using precast box culvert sections when the design cover is 6 in. (150 mm) minimum. The precast box culvert sections shall be designed for the same design cover shown on the plans for cast-in-place box culvert; shall be of equal or larger size opening, and shall satisfy the design requirements of ASTM C 1577.”

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

“Precast concrete box culverts with skews greater than 30 degrees and having design covers less than or equal to 5 ft are not covered by the standard design table shown in ASTM C 1577. The design table provided herein is provided to address this design range. The same notes, reinforcement configurations, clearances, and requirements of ASTM C 1577 apply to this special design table. A box designated 7 x 6 x 8 indicates a span of 7 ft, a rise of 6 ft, and top slab, bottom slab, walls and haunches of 8 in. unless otherwise noted on the tables.

3 ft x 2 ft x 4 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.17	1.10	0.30	0.10	0.28	0.17	0.92	0.14	
2<3	0.14	0.18	0.19	0.10					31
3-5	0.10	0.12	0.12	0.10					29

\*top slab 7.0 in., bottom slab 6.0 in.

3 ft x 3 ft x 4 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.17	1.17	0.33	0.10	0.31	0.17	0.92	0.14	
2<3	0.10	0.22	0.22	0.10					31
3-5	0.10	0.14	0.14	0.10					31

\*top slab 7.0 in., bottom slab 6.0 in.

4 ft x 2 ft x 5 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.21	0.88	0.26	0.12	0.28	0.18	0.89	0.14	
2<3	0.20	0.21	0.20	0.12					33
3-5	0.13	0.13	0.14	0.12					32

\*top slab 7.5 in., bottom slab 6.0 in.

4 ft x 3 ft x 5 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.18	1.02	0.31	0.12	0.32	0.18	0.87	0.14	
2<3	0.16	0.25	0.24	0.12					38
3-5	0.12	0.16	0.17	0.12					34

\*top slab 7.5 in., bottom slab 6.0 in.

4 ft x 4 ft x 5 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.18	1.08	0.34	0.12	0.34	0.18	0.86	0.14	
2<3	0.13	0.28	0.27	0.12					38
3-5	0.12	0.18	0.19	0.12					38

\*top slab 7.5 in., bottom slab 6.0 in.

5 ft x 2 ft x 6 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.27	0.63	0.23	0.14	0.24	0.19	0.19	0.17	
2<3	0.25	0.22	0.20	0.14					37
3-5	0.17	0.15	0.15	0.14					35

\*top slab 8.0 in., bottom slab 7.0 in.

5 ft x 3 ft x 6 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.20	0.72	0.27	0.14	0.29	0.19	.071	0.17	
2<3	0.21	0.26	0.25	0.14					37
3-5	0.14	0.18	0.18	0.14					35

\*top slab 8.0 in., bottom slab 7.0 in.

5 ft x 4 ft x 6 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.19	0.78	0.30	0.14	0.31	0.19	0.70	0.17	
2<3	0.18	0.30	0.28	0.14					45
3-5	0.14	0.20	0.21	0.14					40

\*top slab 8.0 in., bottom slab 7.0 in.

5 ft x 5 ft x 6 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.19	0.82	0.33	0.14	0.34	0.19	0.69	0.17	
2<3	0.16	0.33	0.32	0.14					45
3-5	0.14	0.22	0.23	0.14					45

\*top slab 8.0 in., bottom slab 7.0 in.

6 ft x 2 ft x 7 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.33	0.51	0.21	0.17	0.23	0.19	0.61	0.17	
2<3	0.31	0.22	0.22	0.17					42
3-5	0.22	0.17	0.17	0.17					41

\*top slab 8.0 in.

6 ft x 3 ft x 7 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.27	0.58	0.26	0.17	0.27	0.19	0.58	0.17	
2<3	0.26	0.27	0.27	0.17					41
3-5	0.18	0.19	0.20	0.17					39

\*top slab 8.0 in.

6 ft x 4 ft x 7 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.25	0.64	0.30	0.17	0.30	0.19	0.57	0.17	
2<3	0.23	0.31	0.31	0.17					42
3-5	0.17	0.22	0.23	0.17					41

\*top slab 8.0 in.

6 ft x 5 ft x 7 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.23	0.68	0.33	0.17	0.32	0.19	0.56	0.17	
2<3	0.20	0.34	0.35	0.17					52
3-5	0.17	0.24	0.25	0.17					48

\*top slab 8.0 in.

6 ft x 6 ft x 7 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2*	0.21	0.72	0.37	0.17	0.34	0.19	0.55	0.17	
2<3	0.18	0.37	0.38	0.17					52
3-5	0.17	0.26	0.28	0.17					52

\*top slab 8.0 in.

7 ft x 2 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.38	0.60	0.26	0.19	0.22	0.19	0.75	0.19	
2<3	0.38	0.24	0.24	0.19					46
3-5	0.27	0.19	0.19	0.19					44

7 ft x 3 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.36	0.57	0.32	0.19	0.25	0.19	0.71	0.19	
2<3	0.33	0.29	0.30	0.19					44
3-5	0.23	0.21	0.21	0.19					42

7 ft x 4 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.34	0.61	0.37	0.19	0.27	0.19	0.70	0.19	
2<3	0.29	0.34	0.34	0.19					44
3-5	0.21	0.24	0.25	0.19					42

7 ft x 5 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.32	0.65	0.42	0.19	0.30	0.19	0.69	0.19	
2<3	0.26	0.37	0.38	0.19					49
3-5	0.19	0.27	0.28	0.19					46

7 ft x 6 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.29	0.69	0.46	0.19	0.32	0.19	0.67	0.19	
2<3	0.23	0.40	0.42	0.19					59
3-5	0.19	0.29	0.30	0.19					55

7 ft x 7 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.27	0.73	0.50	0.19	0.34	0.19	0.65	0.19	
2<3	0.21	0.43	0.45	0.19					59
3-5	0.19	0.31	0.33	0.19					59

8 ft x 2 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.47	0.50	0.29	0.19	0.23	0.19	0.61	0.19	
2<3	0.51	0.30	0.31	0.19					50
3-5	0.36	0.22	0.22	0.19					48

8 ft x 3 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.43	0.49	0.35	0.19	0.26	0.19	0.58	0.19	
2<3	0.45	0.36	0.37	0.19					48
3-5	0.32	0.26	0.27	0.19					45

8 ft x 4 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.40	0.52	0.40	0.19	0.29	0.19	0.57	0.19	
2<3	0.40	0.42	0.43	0.19					45
3-5	0.28	0.30	0.31	0.19					45

8 ft x 5 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.37	0.56	0.45	0.19	0.31	0.19	0.56	0.19	
2<3	0.36	0.46	0.47	0.19					48
3-5	0.26	0.33	0.34	0.19					45

8 ft x 6 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.34	0.61	0.49	0.19	0.33	0.19	0.56	0.19	
2<3	0.33	0.50	0.52	0.19					56
3-5	0.24	0.36	0.37	0.19					50

8 ft x 7 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.32	0.65	0.53	0.19	0.35	0.19	0.56	0.19	
2<3	0.30	0.53	0.56	0.19					65
3-5	0.22	0.38	0.40	0.19					61

8 ft x 8 ft x 8 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.30	0.69	0.57	0.19	0.36	0.19	0.55	0.19	
2<3	0.28	0.56	0.59	0.19					65
3-5	0.20	0.40	0.43	0.19					65

9 ft x 2 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.46	0.35	0.26	0.22	0.22	0.22	0.47	0.22	
2<3	0.58	0.32	0.32	0.22					55
3-5	0.41	0.23	0.23	0.22					52

9 ft x 3 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.42	0.35	0.32	0.22	0.23	0.22	0.47	0.22	
2<3	0.52	0.38	0.39	0.22					52
3-5	0.37	0.27	0.28	0.22					49

9 ft x 4 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.38	0.38	0.36	0.22	0.25	0.22	0.47	0.22	
2<3	0.47	0.44	0.45	0.22					52
3-5	0.33	0.31	0.32	0.22					49

9 ft x 5 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.35	0.41	0.41	0.22	0.28	0.22	0.47	0.22	
2<3	0.43	0.49	0.50	0.22					49
3-5	0.30	0.35	0.36	0.22					49

9 ft x 6 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.32	0.44	0.44	0.22	0.29	0.22	0.47	0.22	
2<3	0.39	0.53	0.54	0.22					55
3-5	0.28	0.38	0.39	0.22					52

9 ft x 7 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.30	0.46	0.48	0.22	0.31	0.22	0.45	0.22	
2<3	0.36	0.56	0.59	0.22					64
3-5	0.26	0.40	0.42	0.22					58

9 ft x 8 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.28	0.49	0.52	0.22	0.33	0.22	0.45	0.22	
2<3	0.33	0.60	0.63	0.22					72
3-5	0.24	0.43	0.45	0.22					72

9 ft x 9 ft x 9 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.27	0.51	0.55	0.22	0.34	0.22	0.45	0.22	
2<3	0.31	0.63	0.66	0.22					72
3-5	0.23	0.45	0.48	0.22					72

10 ft x 2 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.46	0.29	0.24	0.24	0.24	0.24	0.34	0.24	
2<3	0.66	0.33	0.34	0.24					59
3-5	0.46	0.24	0.24	0.24					59

10 ft x 3 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.44	0.33	0.30	0.24	0.24	0.24	0.24	0.24	
2<3	0.59	0.40	0.41	0.24					59
3-5	0.42	0.29	0.29	0.24					56

10 ft x 4 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.40	0.36	0.35	0.24	0.24	0.24	0.24	0.24	
2<3	0.54	0.46	0.47	0.24					56
3-5	0.38	0.33	0.34	0.24					52

10 ft x 5 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.37	0.39	0.39	0.24	0.26	0.24	0.24	0.24	
2<3	0.49	0.51	0.52	0.24					52
3-5	0.35	0.36	0.38	0.24					52

10 ft x 6 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.34	0.42	0.43	0.24	0.28	0.24	0.42	0.24	
2<3	0.45	0.55	0.57	0.24					56
3-5	0.33	0.40	0.41	0.24					52

10 ft x 7 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.32	0.44	0.46	0.24	0.30	0.24	0.24	0.24	
2<3	0.42	0.59	0.62	0.24					59
3-5	0.31	0.42	0.45	0.24					56

10 ft x 8 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in. / ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.30	0.47	0.50	0.24	0.31	0.24	0.24	0.24	
2<3	0.39	0.63	0.66	0.24					75
3-5	0.29	0.45	0.48	0.24					66

10 ft x 9 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.28	0.49	0.53	0.24	0.33	0.24	0.24	0.24	
2<3	0.37	0.66	0.70	0.24					79
3-5	0.27	0.47	0.51	0.24					79

10 ft x 10 ft x 10 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.27	0.51	0.56	0.24	0.34	0.24	0.24	0.24	
2<3	0.35	0.69	0.74	0.24					79
3-5	0.26	0.50	0.54	0.24					79

11 ft x 2 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.50	0.27	0.26	0.26	0.26	0.26	0.26	0.26	
2<3	0.73	0.35	0.35	0.26					67
3-5	0.52	0.26	0.26	0.26					63

11 ft x 3 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.45	0.31	0.29	0.26	0.26	0.26	0.26	0.26	
2<3	0.67	0.42	0.43	0.26					63
3-5	0.47	0.30	0.31	0.26					60

11 ft x 4 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.41	0.34	0.33	0.26	0.26	0.26	0.26	0.26	
2<3	0.61	0.48	0.49	0.26					60
3-5	0.43	0.35	0.35	0.26					56

11 ft x 5 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.38	0.37	0.37	0.26	0.26	0.26	0.26	0.26	
2<3	0.56	0.53	0.54	0.26					56
3-5	0.40	0.38	0.39	0.26					56

11 ft x 6 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.35	0.40	0.40	0.26	0.26	0.26	0.26	0.26	
2<3	0.52	0.58	0.60	0.26					56
3-5	0.37	0.42	0.43	0.26					56

11 ft x 7 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.33	0.42	0.43	0.26	0.28	0.26	0.26	0.26	
2<3	0.48	0.62	0.64	0.26					60
3-5	0.35	0.44	0.47	0.26					56

11 ft x 8 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.31	0.45	0.47	0.26	0.30	0.26	0.26	0.26	
2<3	0.45	0.66	0.69	0.26					67
3-5	0.33	0.47	0.50	0.26					63

11 ft x 9 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.30	0.47	0.50	0.26	0.31	0.26	0.26	0.26	
2<3	0.43	0.69	0.73	0.26					85
3-5	0.31	0.49	0.53	0.26					70

11 ft x 10 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.28	0.49	0.53	0.26	0.33	0.26	0.26	0.26	
2<3	0.41	0.73	0.77	0.26					86
3-5	0.30	0.52	0.56	0.26					86

11 ft x 11 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.27	0.51	0.56	0.26	0.34	0.26	0.26	0.26	
2<3	0.39	0.76	0.81	0.26					86
3-5	0.29	0.55	0.59	0.26					86

12 ft x 2 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.51	0.29	0.29	0.29	0.29	0.29	0.29	0.29	
2<3	0.81	0.37	0.37	0.29					71
3-5	0.57	0.29	0.29	0.29					68

12 ft x 3 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.46	0.29	0.29	0.29	0.29	0.29	0.29	0.29	
2<3	0.74	0.44	0.44	0.29					68
3-5	0.53	0.32	0.32	0.29					64

12 ft x 4 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.42	0.33	0.31	0.29	0.29	0.29	0.29	0.29	
2<3	0.68	0.50	0.51	0.29					64
3-5	0.49	0.36	0.37	0.29					60

12 ft x 5 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.39	0.35	0.34	0.29	0.29	0.29	0.29	0.29	
2<3	0.63	0.55	0.56	0.29					64
3-5	0.45	0.40	0.41	0.29					60

12 ft x 6 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.36	0.38	0.38	0.29	0.29	0.29	0.29	0.29	
2<3	0.59	0.60	0.62	0.29					60
3-5	0.42	0.44	0.45	0.29					56

12 ft x 7 ft x 11 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.34	0.41	0.42	0.29	0.29	0.29	0.29	0.29	
2<3	0.55	0.65	0.67	0.29					60
3-5	0.40	0.47	0.49	0.29					60

12 ft x 8 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.32	0.43	0.45	0.29	0.29	0.29	0.29	0.29	
2<3	0.52	0.69	0.72	0.29					67
3-5	0.38	0.50	0.52	0.29					64

12 ft x 9 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.30	0.45	0.47	0.29	0.29	0.29	0.29	0.29	
2<3	0.49	0.73	0.76	0.29					75
3-5	0.36	0.52	0.56	0.29					68

12 ft x 10 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.29	0.48	0.50	0.29	0.30	0.29	0.29	0.29	
2<3	0.46	0.76	0.80	0.29					93
3-5	0.34	0.55	0.59	0.29					79

12 ft x 11 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.29	0.50	0.53	0.29	0.32	0.29	0.29	0.29	
2<3	0.44	0.79	0.85	0.29					91
3-5	0.33	0.57	0.62	0.29					79

12 ft x 12 ft x 12 in.									
Design Earth Cover, ft	Circumferential Reinforcement Areas, sq in./ ft								"M", in.
	As1	As2	As3	As4	As5	As6	As7	As8	
0<2	0.29	0.52	0.56	0.29	0.33	0.29	0.29	0.29	
2<3	0.43	0.83	0.89	0.29					93
3-5	0.32	0.60	0.65	0.29					93"

80293

## 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.

80311

## **CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)**

Effective: January 1, 2012

| Revised: April 1, 2016

| For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

80277

## **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 4.00 % 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](mailto: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 it 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, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) 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.

## **DOWEL BAR INSERTER (BDE)**

Effective: January 1, 2017

Add the following to Article 420.03 of the Standard Specifications.

“(l) Mechanical Dowel Bar Inserter .....1103.20”

Revise Article 420.05(c) of the Standard Specifications to read:

“(c) Transverse Contraction Joints. Transverse contraction joints shall consist of planes of weakness created by sawing grooves in the surface of the pavement and shall include load transfer devices consisting of dowel bars. Transverse contraction joints shall be according to the following.”

Revise Article 420.05(c)(2) of the Standard Specifications to read:

“(2) Dowel Bars. Dowel Bars shall be installed parallel to the centerline of the pavement and parallel to the proposed pavement surface. Installation shall be according to one of the following methods.

- a. Dowel Bar Assemblies. The assembly shall act as a rigid unit with each component securely held in position relative to the other members of the assembly. The entire assembly shall be held securely in place by means of nails which shall penetrate the stabilized subbase. At least ten nails shall be used for each 10, 11, or 12 ft (3, 3.3, or 3.6 m) section of assembly.

Metal stakes shall be used instead of nails, with soil or granular subbase. The stakes shall loop over or attach to the top parallel spacer bar of the assembly and penetrate the subgrade or subbase at least 12 in. (300 mm).

At the location of each dowel bar assembly, the subgrade or subbase shall be reshaped and re-tamped when necessary.

Prior to placing concrete, any deviation of the dowel bars from the correct horizontal or vertical alignment (horizontal skew or vertical tilt) greater than 3/8 in. in 12 in (9 mm in 300 mm) shall be corrected and a light coating of oil shall be uniformly applied to all dowel bars.

Care shall be exercised in depositing the concrete at the dowel bar assemblies so the horizontal and vertical alignment will be retained.

- b. Dowel Bar Insertion. The dowel bars may be placed in the pavement slab with a mechanical dowel bar inserter (DBI) attached to a formless paver for pavements  $\geq 7.0$  in. (175 mm) in thickness. A light coating of oil shall be uniformly applied to all dowel bars.

The DBI shall insert the dowel bars with vibration into the plastic concrete after the concrete has been struck off and consolidated without deformation of the slab. After the bars have been inserted, the concrete shall be finished and no voids shall exist around the dowel bars. The forward movement of the paver shall not be interrupted by the inserting of the dowel bars.

The location of each row of dowel bars shall be marked in a manner to facilitate where to insert the bars, and where to saw the transverse joint.

1. Placement Tolerances for Dowel Bars. The DBI shall place the dowel bars in the concrete pavement within the following tolerances.

- (a.) Longitudinal Translation (Mislocation). Longitudinal translation (mislocation) shall be defined as the position of the center of the dowel bar along the longitudinal axis, in relation to the sawed joint.

The quality control tolerance for longitudinal translation shall not exceed 2.0 in. (50 mm). If this tolerance is exceeded, adjustments shall be made to the paving operation.

Any joint having two or more dowel bars with an embedment length less than 4.0 in. (100 mm) within 12 in. (300 mm) of the same wheelpath will be considered unacceptable. Any joint having an average dowel bar embedment length less than 5.25 in. (130 mm) will also be considered unacceptable. Embedment length shall be defined as the length of dowel bar embedded on the short side of the sawed joint. An unacceptable joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

- (b.) Horizontal Translation (Mislocation). Horizontal translation (mislocation) shall be defined as the difference in the actual dowel bar location parallel to the longitudinal or edge joint from its theoretical position as shown on the plans.

The quality control tolerance for horizontal translation shall not exceed 2.0 in. (50 mm). If this tolerance is exceeded, adjustments shall be made to the paving operation.

Any joint having a dowel bar with a translation greater than 4.0 in. (100 mm) will be considered unacceptable, but may remain in place unless the Engineer determines the joint will not function. If the joint is unable to remain in place, the joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

(c.) Vertical Translation (Mislocation). Vertical translation (mislocation) shall be defined as the difference in the vertical position of the dowel bar relative to the theoretical midpoint of the slab.

The quality control tolerance for vertical translation shall be as shown in the following table. If these tolerances are exceeded, adjustments shall be made to the paving operation.

Pavement Thickness	Dowel Bar Diameter	Vertical Translation Tolerance Above Midpoint	Vertical Translation Tolerance Below Midpoint
≥7 in. to <8 in. (≥175 mm to <200 mm)	1.25 in. (31 mm)	0.25 in. (6 mm)	0.5 in. (13 mm)
≥8 in. to <9 in. (≥200 mm to <225 mm)	1.50 in. (38 mm)	0.25 in. (6 mm)	0.5 in. (13 mm)
≥9 in. to <10 in. (≥225 mm to <250 mm)	1.50 in. (38 mm)	0.75 in. (19 mm)	0.75 in. (19 mm)
≥10 in. (≥250 mm)	1.50 in. (38 mm)	0.75 in. (19 mm)	1.0 in. (25 mm)

Any joint having a dowel bar with top concrete cover less than T/3, where T is slab thickness, will be considered unacceptable. Any joint having 2 or more dowel bars with bottom concrete cover less than 2.0 in. (50 mm) will also be considered unacceptable. An unacceptable joint shall be replaced with a minimum of 6 ft (1.8 m) of pavement according to Section 442 for Class B patches.

(d.) Vertical Tilt or Horizontal Skew (Misalignment). Vertical tilt or horizontal skew (misalignment) shall be defined as the difference in position of the dowel bar ends with respect to each other. Vertical tilt is measured in the vertical axis whereas horizontal skew is measured in the horizontal axis. Misalignment shall be measured in terms of a joint score. The joint score shall be defined as the degree of misalignment evaluated for a single transverse joint for each lane of pavement. The joint score shall be determined as follows:

$$\text{Joint Score} = \left( 1 + \left( \frac{x}{x-n} \right) \sum_{i=1}^x W_i \right)$$

where:

$W_i$  = weighting factor (Table 1) for dowel  $i$   
 $x$  = number of dowels in a single joint

$n$  = number of dowels excluded from the joint score calculation due to measurement interference

*Single Dowel Misalignment* – The degree of misalignment applicable to a single dowel bar, calculated as:

$$\text{Single Dowel Misalignment} = \sqrt{(\text{Horizontal Skew})^2 + (\text{Vertical Tilt})^2}$$

Table 1. Weighting Factors in Joint Score Determination	
Single Dowel Bar Misalignment (SDM)	W, Weighting Factor
SDM ≤ 0.6 in. (15 mm)	0
0.6 in. (15 mm) < SDM ≤ 0.8 in. (20 mm)	2
0.8 in. (20 mm) < SDM ≤ 1 in. (25 mm)	4
1 in. (25 mm) < SDM ≤ 1.5 in. (38 mm)	5
1.5 in. (38 mm) < SDM	10

The quality control tolerance for vertical tilt or horizontal skew shall not exceed 0.6 in. (15 mm). If the tolerance is exceeded for either one, adjustments shall be made to the paving operation.

Any joint having a dowel bar with a vertical tilt or horizontal skew greater than 1.5 in. (38 mm) shall be cut. If more than one dowel bar is required to be cut in the joint, the joint will be considered unacceptable and shall be replaced with a minimum of 6 ft (1.8 m) of pavement centered over the joint according to Section 442 for Class B patches.

Single dowel bar misalignment shall be controlled to provide the joint scores shown in the following table.

Number of Dowel Bars in the Joint	Maximum Joint Score
< 5	4
≥ 5 but ≤ 9	8
> 9	12

A joint score greater than the specified maximum will be considered locked. Three consecutive joints with a score greater than the specified maximum total score will all be considered unacceptable.

Three consecutive locked joints shall be corrected by selecting one joint and cutting a dowel bar. Preference shall be given to cutting a dowel bar within the middle 2.5 ft (0.8 m) of the pavement lane to avoid the wheelpaths. If none of the three locked joints will have a joint score less than or equal to the specified maximum after selecting one dowel bar to cut, one of the joints shall be replaced with a minimum of 6 ft (1.8 m) of

pavement centered over the joint according to Section 442 for Class B patches.

(e.) For unacceptable work, the Contractor may propose alternative repairs for consideration by the Engineer.

2. Testing of Dowel Bar Placement. The placement of the dowel bars shall be tested within 24 hours of paving with a calibrated MIT Scan-2 device according to "Use of Magnetic Tomography Technology to Evaluate Dowel Placement" (Publication No. FHWA-IF-06-006) by the Federal Highway Administration.

A trained operator shall perform the testing, and all testing shall be performed in the presence of the Engineer. The device shall be calibrated to the type and size dowel bar used in the work according to the manufacturer's instructions. Calibration documentation shall be provided to the Engineer prior to construction. The device shall be recalibrated and/or validate readings as required by the Engineer. The device may be utilized as a process control and make necessary adjustments to ensure the dowel bars are placed in the correct location.

(a.) Test Section. Prior to start of production paving, a test section consisting of 30 transverse joints shall be constructed. The test section may be performed on the actual pavement, but production paving shall not begin until an acceptable test section has been constructed. The test section will be considered acceptable when all of the following are met:

- (1.) 90 percent of the dowel bars meet the quality control tolerance for longitudinal, horizontal, or vertical translation (mislocation);
- (2.) 90 percent of the dowel bars meet the quality control tolerance for vertical tilt or horizontal skew deviation (misalignment); and
- (3.) none of the joints are considered unacceptable prior to a corrective measure for mislocation or misalignment.

If the test section fails, another test section consisting of 30 joints shall be constructed.

The test section requirement may be waived by the Engineer if the Contractor has constructed an acceptable test section and successfully used the DBI on a Department contract within the same calendar year.

(b.) Production Paving. After the test section is approved, production paving may begin. The mislocation and misalignment of each dowel bar for the

first ten joints constructed, and every tenth joint thereafter, shall be tested.

If two consecutive days of paving result in 5 percent or more of the joints on each day being unacceptable prior to a corrective measure, production paving shall be discontinued and a new test section shall be constructed.

If any joint is found to be unacceptable prior to a corrective measure, testing of additional joints on each side of the unacceptable joint shall be performed until acceptable joints are found.

(c.) Test Report. Test reports shall be provided to the Engineer within two working days of completing each day's testing. The test report shall include the following.

(1.) Contract number, placement date, county-route-section, direction of traffic, scan date, Contractor, and name of individual performing the tests.

(2.) Provide the standard report generated from the on-board printer of the imaging technology used for every dowel and joint measured.

(3.) For every dowel measured, provide the joint identification number, lane number and station, dowel bar number or x-location, direction of testing and reference joint location/edge location, longitudinal translation, horizontal translation, vertical translation, vertical tilt, and horizontal skew.

(4.) Identify each dowel bar with a maximum longitudinal, horizontal, or vertical translation that has been exceeded. Identify each dowel bar with a maximum vertical tilt or horizontal skew deviation that has been exceeded.

(5.) Joint Score Details: Provide the joint identification number, lane number, station, and calculated joint score for each joint.

(6.) Locked Joint Identification: Identify each joint with a joint score > 12.

(d.) Exclusions. Exclude the following from dowel bar mislocation and misalignment measurements.

(1.) Transverse construction joints (headers).

(2.) Dowel bars within 24 in. (610 mm) of metallic manholes, inlets, metallic castings, or other nearby or underlying steel reinforced objects.

- (3.) The outside dowel bar when tie bars are installed with mechanical equipment in fresh concrete. For tie bar installations involving preformed or drilled holes, installation shall be performed after testing with the MIT Scan-2 device.
- (4.) Joints located directly under high voltage power lines.
- (5.) Subject to the approval of the Engineer, any other contributors to magnetic interference.
- (e.) Deficiency Deduction. When the Contractor has cut 25 dowel bars to correct unacceptable joints, the Contractor shall be liable and shall pay to the Department a deficiency deduction of \$500.00 for the cost of the bars. Thereafter, an additional deficiency deduction of \$20.00 for each additional bar cut will be assessed."

Add the following to Section 1103 of the Standard Specifications.

**"1103.20 Mechanical Dowel Bar Inserter.** The mechanical dowel bar inserter (DBI) shall be self-contained and supported on the formless paver with the ability to move separately from the paver. The DBI shall be equipped with insertion forks along with any other devices necessary for finishing the concrete the full width of the pavement. The insertion forks shall have the ability to vibrate at a minimum frequency of 3000 VPM."

80378

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

Effective: January 1, 2010

Revised: April 1, 2016

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

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

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

“Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% <sup>1/</sup>	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0% <sup>1/</sup>

80246

## **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.”

80376

## **LIGHT POLES (BDE)**

Effective: July 1, 2016

Revise the second paragraph of Article 1069.01 of the Standard Specifications to read:

“The detailed design and fabrication of the pole shaft, arms, tenons, and attachments shall be according to AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” current at the time the project is advertised. Light poles shall be designed for ADT > 10,000 and Risk Category Typical. If Fatigue design is required, light poles shall be designed for Importance Category I.”

Revise the fifth paragraph of Article 1069.01(a) of the Standard Specifications to read:

“Deflection of the pole top as caused by the combined effect of deadload referenced above and wind speed prescribed by AASHTO shall be as required by AASHTO. Pole deflection and loading compliance, certified by the manufacturer, shall be noted on the pole submittal.”

80367

## **PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

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

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

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

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

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

80328

## RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: 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  $\leq 1000$  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 % <sup>1/</sup>
$G_{mm}$	± 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 <i>1, 2'</i>	RAP/RAS Maximum ABR %		
	Binder/Leveling Binder	Surface	Polymer Modified
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  $\pm 0.5$  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."

80306

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

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

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

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

## TRAVERSABLE PIPE GRATE (BDE)

Effective: January 1, 2013

Revised: April 1, 2014

Description. This work shall consist of constructing a traversable pipe grate on a concrete end section.

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

Item	Article/Section
(a) Traversable Pipe Grate Components (Note 1)	
(b) Chemical Adhesive Resin System .....	1027
(c) High Strength Steel Bolts, Nuts, and Washers (Note 2).....	1006.08

Note 1. All steel pipe shall be according to ASTM A 53 (Type E or S), Grade B, or ASTM A 500 Grade B, standard weight (SCH. 40). Structural steel shapes and plates shall be according to AASHTO M270 Grade 50 (M 270M Grade 345) and the requirements of Article 1006.04 of the Standard Specifications. All steel components of the grating system shall be galvanized according to AASHTO M 111 or M 232 as applicable.

Anchor rods shall be according to ASTM F 1554, Grade 36 (Grade 250).

Note 2. Threaded rods conforming to the requirements of ASTM F 1554, Grade 105 (Grade 725) may be used for the thru bolts.

### CONSTRUCTION REQUIREMENTS

Fabrication of the traversable pipe grate shall be according to the requirements of Section 505 of the Standard Specifications and as shown on the plans.

Anchor rods shall be set according to Article 509.06 of the Standard Specifications. Bolts and anchor rods shall be snug tightened by a few impacts of an impact wrench or the full force of a worker using an ordinary spud wrench. Thru bolts shall be snug tightened and 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.

Splicing of pipes shall be made by utilizing full penetration butt welds according to Article 505.04(q) of the Standard Specifications. In lieu of welding, bolted or sleeve type splices may be utilized, provided the splices are located over intermediate supports with no more than one splice per pipe run with the exception that no splice may occur in pipe runs under 30 ft (9 m) in length.

Method of Measurement. This work will be measured for payment in place in feet (meters). The length measured shall be along the pipe grate elements from end to end for both longitudinal and intermediate support pipes.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for TRAVERSABLE PIPE GRATE.

80318

## **TUBULAR MARKERS (BDE)**

Effective: January 1, 2017

Revise Article 701.03(j) of the Standard Specifications to read:

“(j) Tubular Markers .....1106.02”

Revise Article 701.15(g) of the Standard Specifications to read:

“(g) Tubular Markers. Tubular markers are used to channelize traffic. They shall only be used when specified.”

Revise the second paragraph of Article 701.18(f) of the Standard Specifications to read:

“Devices no greater than 24 in. (600 mm) wide, may be used in place of tubular markers when the two-way operation is to be in place four days or less.”

Revise the second sentence of the second paragraph of Article 1106.02 of the Standard Specifications to read:

“These include cones, tubular markers, and plastic drums with no attachments.”

Revise the third sentence of the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“Sheeting used on cones, drums, and tubular markers shall be reboundable as tested according to ASTM D 4956.”

Revise Article 1106.02(f) of the Standard Specifications to read:

“(f) Tubular Markers. Tubular Markers shall be designed to bend under repeated impacts and return to an upright position without damage to the impacting vehicle or the markers. The markers shall be readily removable from the bases to permit field replacement.

The markers shall be orange in color having two white and two fluorescent orange bands.”

80380

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

Effective: June 2, 2012

| Revised: April 2, 2015

| The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

| The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

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

80302

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 75 working days.

80071

## 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.