#### If you plan to submit a bid directly to the Department of Transportation

#### **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 that 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.

#### **REQUESTS FOR AUTHORIZATION TO BID**

Contractors downloading and/or ordering CD-ROM's and are 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 124INT) and the ORIGINAL, signed and notarized, "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.

#### 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.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) 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 a Proposal Denial and/or Authorization Form, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. 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 contractor'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 will be placed with the contract number. 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 server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

#### IDOT is not responsible for any e-mail related failures.

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.gov.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?**: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum could result in a bid being rejected as irregular.

# 63

Proposal Submitted By	
Name	
Address	
City	

## Letting January 19, 2007

## **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. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 93430
PIKE County
Section 05-00080-00-RS
Route FAS 596 (CH 1 / CH 4)
Project SR-596(103)
District 6 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
A Bid Bond is included.
☐ A <u>Cashier's Check</u> or a <u>Certified Check</u> is included

Plans Included Herein

Prepared by

F

Checked by

Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL (See instructions inside front cover)

#### **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**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. To request authorization, a potential bidder <u>must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).</u>

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 a Proposal Denial and/or Authorization Form, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial. If a contractor has requested to bid but has not received a Proposal Denial and/or Authorization Form, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

- 1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
- 2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS**: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

Call

#### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

**Questions Regarding** 

Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806



## **PROPOSAL**

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 6 Construction Funds** 

1.	Proposal of
Ta	xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 93430 PIKE County Section 05-00080-00-RS Project SR-596(103) Route FAS 596 (CH 1 / CH 4)

Construction consists of 5.449 miles of resurfacing FAS Route 596, CH 1 and CH 4 from New Canton to Barry.

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 shall govern performance and payments.

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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 proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned 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, 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:

Α	mount o	of Bid	Proposal Guaranty	Am	ount c	of Bid	Proposal Guaranty
_			<del></del>			<del></del>	
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 proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual 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 shall fail to execute a contract bond as required herein,	it is hereby agreed that the amount o	of the proposal guaranty shall become
the property of the State of Illinois, and shall be considered as payment of dar	mages due to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond s	shall become void or the proposal gu	aranty check shall be returned to the
undersigned.		

# 

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

BD 354 (Rev. 11/2001)

6. **COMBINATION BIDS.** The undersigned 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 proposal 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		Combination Bid	
No.	Sections Included in Combination	Dollars 0	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 shall 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. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/04/06 RUN TIME - 183809 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 93430

STATE JOB #- C-96-200-07 PPS NBR - 6-10289-0000

CTS PRICE DOLLARS CENTS PROJECT NUMBER PRICE SR-0596/103/000 LINO 2.000 4,146.000 4.000 1.000 1.000 11,136.000 4,957.000 5,623.000 225,000 215.000 440.000 74.000 2,423.000 275.000 6,352.000 QUANTITY NOL TON EACH ION NOL MEASURE SQ YD NOL EACH SUM GALLON SQ YD SUM FOOT FOOT FOOT NUMBER LINO SECT 05-00080-00-RS ITEM DESCRIPTION TR BAR TRM T1 SPL TAN SHORT-TERM PAVT MKING HMA SURF REM BUTT JT CONSTRUC TEST STRIP HMA BC IL-19.0 N50 AGGREGATE SHLDS B N50 LEV BIND MM N50 C GUARDRAIL REMOV TRAF CONT COMPI TEMPORARY RAMP DIST BIT MATLS PR 90 MOBILIZATION HMA SC "C" SPBGR TY A РΑΥ AGG PR CT NAME CODE 149 40600100 40600895 40600300 40600625 40600982 40600990 40603080 40603310 48101200 63000000 63200310 70103700 67100100 70300100 63100167 NUMBER COUNT PIKE

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 93430

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/04/06 RUN TIME - 183809

ITEM		UNIT OF		INIT DETCE	TOTAL DDIOE	
NUMBER	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS	DOLLARS	CTS
00230 T	70300230 TEMP PVT MK LINE 5	FOOT	101,326.000 X	— II -		
301000 W	PAVT MK	SQ FT			1 1 1 1 1 1 1 1 1 1	! 1
8001120 P	78001120 PAINT PVT MK LINE 5	F00T	101,326.000 X		i ! ! ! !	I I I
8200410 G	MKR TYPE		 		1 1 1 1 1 1 1 1 1 1 1 1	I 1 1
01000 T	NAL M	EACH	4.000 X			I 1 1
ļ						

NOTE:

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

TOTAL

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. 2

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.

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

#### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency 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.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

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 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 Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

2. 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 and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) 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.
- 2. 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.

#### E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. 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.

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

2. 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.

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, 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 chief procurement officer.

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, 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.

2. 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.

#### I. Insider Information

1. The Illinois Procurement Act provides:

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.

2. 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.

#### **III. CERTIFICATIONS**

**A.** 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. Bribery

1. The Illinois Procurement Code provides:

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 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, 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 1961.
- (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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. 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.

#### D. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-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. The State and units of local government shall provide the appropriate forms for such certification.

(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.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. 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.

#### E. International Anti-Boycott

- 1. Section 5 of the International Anti-Boycott Certification Act provides:
- § 5. State contracts. 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.
- 2. The bidder makes the certification set forth in Section 5 of the Act.

#### F. Drug Free Workplace

- 1. 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.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### I. ADDENDA

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

#### J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency 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 contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement 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.

NA - FEDERAL	

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

#### TO BE RETURNED 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 Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

2. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.** 

#### C. <u>Disclosure Form Instructions</u>

#### Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

#### **CERTIFICATION STATEMENT**

I have determined that the Form A disclosure informaccurate, and all forms are hereby incorporated by forms or amendments to previously submitted for	y reference in this bid. Any necessary additional
(Bidding C	Company)
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)
Signature of Autho	prized Representative Date

#### Form A: For bidders who have NOT previously submitted the information requested in Form A

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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES NO
3.	Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not 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 \$90,420.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is sed to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	swer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by that is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information  Disclosure Form B must be completed for each bid submitted by the must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT ABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder considered nonresponsive and the bid will not be accepted.
ongoing	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency p attached and are r	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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Affi	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 davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms note.
	te bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. The following letting items incorporate the said forms by reference:

# 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 the LCS 500). Vendors desiring to enter into a potential conflict of interest information as solublicly available contract file. This Form a contracts. A publicly traded company matche requirements set forth in Form A. See 1990	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in e y submit a 10K disclosure (or ee Disclosure Form Instructions.	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
DISCLO	OSURE OF FINANCIAL INFORM	IATION
	nare in excess of 5%, or an interest . (Make copies of this form as ned e requirements)	interest in the BIDDER (or its parent) in which has a value of more than \$90,420.00 cessary and attach a separate Disclosure
NAME:		
ADDRESS		
Type of ownership/distributable incom	ne share:	
stock sole proprietorship % or \$ value of ownership/distributable in		other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of In potential conflict of interest relationships ap describe.		
(a) State employment, currently or in t	he previous 3 years, including cont	ractual employment of services. YesNo
If your answer is yes, please answ	er each of the following questions.	
<ol> <li>Are you currently an office Highway Authority?</li> </ol>	r or employee of either the Capitol	Development Board or the Illinois Toll YesNo
currently appointed to or e exceeds \$90,420.00, (60°	ed to or employed by any agency mployed by any agency of the State of the Governor's salary as of 7/employed and your annual salary.	e of Illinois, and your annual salary

3.	If you are currently appointed to or employed by any ager salary exceeds \$90,420.00, (60% of the Governor's salar (i) more than 7 1/2% of the total distributable income corporation, or (ii) an amount in excess of the salary of the	ry as of 7/1/01) are you entitled to receive of your firm, partnership, association or
4.	If you are currently appointed to or employed by any ager salary exceeds \$90,420.00, (60% of the Governor's salar or minor children entitled to receive (i) more than 15% in a of your firm, partnership, association or corporation, or (ii salary of the Governor?	ry as of 7/1/01) are you and your spouse aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, inc previous 2 years.	cluding contractual employment for services
	answer is yes, please answer each of the following questio	YesNo ns.
1.	Is your spouse or any minor children currently an officer or Board or the Illinois Toll Highway Authority?	employee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary of Governor's salary as of 7/1/01) provide the name of the spof the State agency for which he/she is employed and his/h	y appointed to or employed by any exceeds \$90,420.00, (60% of the pouse and/or minor children, the name
3.	If your spouse or any minor children is/are currently appoir State of Illinois, and his/her annual salary exceeds \$90,42 as of 7/1/01) are you entitled to receive (i) more than 71/29 firm, partnership, association or corporation, or (ii) an a Governor?	0.00, (60% of the salary of the Governor % of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$90,420 7/1/01) are you and your spouse or any minor children entiaggregate of the total distributable income from your firm, p (ii) an amount in excess of 2 times the salary of the Govern	.00, (60% of the Governor's salary as of itled to receive (i) more than 15% in the eartnership, association or corporation, or or?
		Yes No
unit of l	e status; the holding of elective office of the State of Illinois, local government authorized by the Constitution of the State currently or in the previous 3 years.	
` '	nship to anyone holding elective office currently or in the production daughter.	evious 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of a, or any unit of local government authorized by the Constitute of Illinois, which office entitles the holder to compensate charge of that office currently or in the previous 3 years.	ution of the State of Illinois or the statues
` '	nship to anyone holding appointive office currently or in the laughter.	previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any reg	istered lobbyist of the State government. YesNo

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; s Yes _	spouse, father, mother, No
committee registe	red with the Secretary of State or any county clerk of the State of I registered with either the Secretary of State or the Federal Board of Yes _	llinois, or any political
last 2 years by any county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a compey registered election or re-election committee registered with the See State of Illinois, or any political action committee registered with real Board of Elections.  Yes _	ecretary of State or any
	APPLICABLE STATEMENT	
This Disclosure Fo	rm A is submitted on behalf of the INDIVIDUAL named on prev	ious page.
Completed by:		
	Name of Authorized Representative (type or print)	
Completed by:		
•	Title of Authorized Representative (type or print)	
Completed by:		
•	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
	that no individuals associated with this organization meet the tion of this Form A.	criteria that would
This Disclosure Fo	rm A is submitted on behalf of the CONTRACTOR listed on the	e previous page.
	Name of Authorized Representative (type or print)	
	Title of Authorized Representative (type or print)	
	Signature of Authorized Representative	Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

		Disclosure	
Contractor Name			
Legal Address			
City, State, Zip		_	
Telephone Number	Email Address	Fax Number (if available)	
,		, , ,	
	tion contained in this Form is required by the		
·	information shall become part of the publicly		
be completed for bids in $\epsilon$	excess of \$10,000, and for all open-ended co	intracts.	
DISCLOS	SURE OF OTHER CONTRACTS AND PRO	CUREMENT RELATED INFORMATION	
has any pending contra- any other State of Illinoi	ontracts & Procurement Related Informaticts (including leases), bids, proposals, or othes agency:  Yes No bidder only needs to complete the signature	er ongoing procurement relationship with	
	<ul> <li>Identify each such relationship by showing sor project number (attach additional pages a</li> </ul>		
	THE FOLLOWING STATEMENT	MUST BE SIGNED	
	Name of Authorized Representativ	e (type or print)	
	Title of Authorized Representative	(type or print)	
	Signature of Authorized Repr	esentative Date	_

#### **SPECIAL NOTICE TO CONTRACTORS**

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



Contract No. 93430
PIKE County
Section 05-00080-00-RS
Project SR-596(103)
Route FAS 596 (CH 1 / CH 4)
District 6 Construction Funds

PART I. IDENTIFICATION	
Dept. Human Rights #	Duration of Project:
Name of Bidder:	

#### PART II. WORKFORCE PROJECTION

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

TABLE A

TABLE B

		TOT/	\1 \\/ <u>\</u>		Droing	tion for	Contr	act					1 1	-	CURRENT			.0
TOTAL Workforce Projection for Contract												IPLOYEE SIGNED	3					
			MINORITY EMPLOYEES TRAINEES								TO CO							
JOB	TO	TAL						, THER	APPE			HE JOB		TC	TAL	1	MINC	RITY
CATEGORIES	FMPI	OYEES	BI A	\CK	HISP	ANIC		NOR.	TIC			INEES			OYEES		EMPLO	
	М	F	М	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS		·								-		·			·			
(MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT																		
OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

TABLE C								
TO	TOTAL Training Projection for Contract							
EMPLOYEES	TO	TAL					*OT	HER
IN	EMPL(	EMPLOYEES BLACK HISPANIC		ANIC	MINOR.			
TRAINING	М	F	М	F	М	F	М	F
APPRENTICES								
ON THE JOB TRAINEES								

<sup>\*</sup>Other minorities are defined as Asians (A) or Native Americans (N).

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

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

Contract No. 93430
PIKE County
Section 05-00080-00-RS
Project SR-596(103)
Route FAS 596 (CH 1 / CH 4)
District 6 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	<ul> <li>Included in "Total Employees" under Table A is the to event the undersigned bidder is awarded this contract.</li> </ul>	al number of <b>nev</b>	v hires that wou	uld be employed in the
	The undersigned bidder projects that: (number)			new hires would
	The undersigned bidder projects that: (number) be recruited from the area in which the			
	office or base of operation is located.	be recruited from	the area in which	th the bidder's principal
	office of base of operation is located.			
C.	<ol> <li>Included in "Total Employees" under Table A is a project undersigned bidder as well as a projection of numbers o</li> </ol>	tion of numbers of f persons to be em	persons to be enployed by subco	mployed directly by the ontractors.
	The undersigned bidder estimates that (number)			persons will
	be directly employed by the prime contractor and that (employed by subcontractors.	number)		persons will be
PART	III. AFFIRMATIVE ACTION PLAN			
A.	. The undersigned bidder understands and agrees that i utilization projection included under <b>PART II</b> is determin in any job category, and in the event that the undersig commencement of work, develop and submit a writte (geared to the completion stages of the contract) where the contract is the undersigned to the completion stages of the contract is the undersigned to the completion stages of the contract is the undersigned to the completion stages of the contract is the undersigned to the undersigned	ed to be an under ned bidder is awa n Affirmative Acti	utilization of minarded this contra ion Plan includi	ority persons or women act, he/she will, prior to ag a specific timetable
	utilization are corrected. Such Affirmative Action Plan the <b>Department of Human Rights</b> .			
B.	. The undersigned bidder understands and agrees that submitted herein, and the goals and timetable included to be part of the contract specifications.			
Comp	pany	Telephone	Number	
Addre	ress			
		DING SIGNATURE		
	The Bidder's signature on the Proposal Signature Sheet will oneeds to be completed only if revisions are required.	onstitute the signing	g of this form. The	following signature block
	Signature:	Title:		Date:
Instructi	ctions: All tables must include subcontractor personnel in addition to	prime contractor perso	nnel.	
Table A	A - Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprentic	all apprentices and on	-the-job trainees. Ti	ne "Total Employees" column
Table B	B - Include all employees currently employed that will be allocate currently employed.	d to the contract work	including any apprer	ntices and on-the-job trainees
Table C	C - Indicate the racial breakdown of the total apprentices and on-	he-job trainees shown	in Table A.	BC-1256-Pg. 2 (Rev. 3/98)

#### **ADDITIONAL FEDERAL REQUIREMENTS**

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

CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

YES \_\_\_\_\_ NO \_\_\_\_

B.

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.

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?

Contract No. 93430 PIKE County Section 05-00080-00-RS Project SR-596(103) Route FAS 596 (CH 1 / CH 4) District 6 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name				
(IF AN INDIVIDUAL)	Signature of Owner				
	Firm Name				
	Ву				
(IF A CO-PARTNERSHIP)					
		Name and Address of All Members of the Firm:			
_					
	Corporate Name				
	Ву	Signature of Authorized Representative			
(IF A CORPORATION)		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	Rusinoss Addross				
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address				
	Corporate Name				
(IF A JOINT VENTURE)	2,	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.					



### Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.
	Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We	
as PRINCIPAL, and	
	as SURETY, are
Article 102.09 of the "Standard Specifications for Road and Bridge	NOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well tent of which we bind ourselves, our heirs, executors, administrators, successors and assigns.
	S SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF the improvement designated by the Transportation Bulletin Item Number and Letting Date
the bidding and contract documents, submit a DBE Utilization Plat PRINCIPAL shall enter into a contract in accordance with the term coverages and providing such bond as specified with good and suf labor and material furnished in the prosecution thereof; or if, in the into such contract and to give the specified bond, the PRINCIPAL	proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in that is accepted and approved by the Department; and if, after award by the Department, the is of the bidding and contract documents including evidence of the required insurance ficient surety for the faithful performance of such contract and for the prompt payment of event of the failure of the PRINCIPAL to make the required DBE submission or to enter pays to the Department the difference not to exceed the penalty hereof between the amount Department may contract with another party to perform the work covered by said bid hall remain in full force and effect.
Surety shall pay the penal sum to the Department within fifteen (15	has failed to comply with any requirement as set forth in the preceding paragraph, then by days of written demand therefor. If Surety does not make full payment within such mount owed. Surety is liable to the Department for all its expenses, including attorney's or in part.
In TESTIMONY WHEREOF, the said PRINCIPAL and the	said SURETY have caused this instrument to be signed by their respective officers this A.D.,
PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
(Signature & Title)	(Signature of Attorney-in-Fact)
Notar	y Certification for Principal and Surety
STATE OF ILLINOIS, COUNTY OF	
I,	, a Notary Public in and for said County, do hereby certify that
and	
(Insert names of individua	als signing on behalf of PRINCIPAL & SURETY)
	se names are subscribed to the foregoing instrument on behalf of PRINCIPAL and and respectively, that they signed and delivered said instrument as their free and voluntary
Given under my hand and notarial seal this day	y of, A.D
My commission expires	
	Notary Public
	the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring pal and Surety are firmly bound unto the State of Illinois under the conditions of the bid
Electronic Bid Bond ID# Company/Bidder Name	Signature and Title

## 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. 93430
PIKE County
Section 05-00080-00-RS
Project SR-596(103)
Route FAS 596 (CH 1 / CH 4)
District 6 Construction Funds



# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 19, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 93430
PIKE County
Section 05-00080-00-RS
Project SR-596(103)
Route FAS 596 (CH 1 / CH 4)
District 6 Construction Funds

Construction consists of 5.449 miles of resurfacing FAS Route 596, CH 1 and CH 4 from New Canton to Barry.

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

#### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

#### RECURRING SPECIAL PROVISIONS

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

CH	IEC	K S	PAGE	<u>NO.</u>
1		Х	Additional State Requirements For Federal-Aid Construction Contracts	
-			(Eff. 2-1-69) (Rev. 1-1-07)	1
2		Х	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3		X	EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4			Specific Equal Employment Opportunity Responsibilities	
			Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5	i		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	19
ē			Reserved	24
7			National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
			Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
-			In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
ę	ì		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10			Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11			Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12			Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	35
13			Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14			Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15			PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16			Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	44
			Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	45
17			PVC Pipeliner (Eff. 4-1-94) (Rev. 1-1-07)	47
18			Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	48
19		.,	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	40
_20		Δ	Guardrall and Barrier Wall Delineation (Ell. 12:15-93) (Rev. 1-1-97).	43 43
21			Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	55
22			Temporary Modular Glare Screen System (Em. 1-1-07) (New 1-1-07)	57
23			Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	50
24			Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	23
25			Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	64
26			English Substitution of Metric Bolts (Eff. 7-1-96)	60
27			English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	62
28			Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	03
29			Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	70
30	)		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
31	l		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	78
LI	₹S 1		Reserved	91
LI	<b>RS 2</b>	2	Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	
LI	RS 3	}	X Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07)	93
	3S.4		X Flaggers in Work Zones (Eff. 1-1-99) (Rev 1-1-07)	94
Ĺ	<b>RS</b> 5	5	Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	95
LI	<b>RS</b> 6	3	Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	96
LI	RS 7	7	Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	102
	RS 8		Failure to Complete the Work on Time (Eff. 1-1-99)	108
	RS 9		Bituminous Surface Treatments (Eff. 1-1-99)	109
	RS :		Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	110
	RS :		Employment Practices (Eff. 1-1-99)	111
	RS 1		Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-06)	113
	RS 1		Selection of Labor (Fff. 1-1-99)	114
	RS 1		Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07)	115
	RS 1		Partial Payments (Eff. 1-1-07)	118

FAS 596 (CH 1 & CH4) Pike County Section 05-00080-00-RS Project SR-596(103)

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Hot-Mix Asphalt Binder Course Placement	4

## INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

	LR#	Title (Effective Date) (Revision Date).	Page#
LR SD 12	<u> </u>	"Slab Movement Detection Device" (Eff. 11-1-84) (Rev. 1-1-07)	
LR SD 13		"Required Cold Milled Surface Texture" (Eff. 11-1-87) (Rev. 1-1-07)	
LR SD 631		"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07), Developed to keep the Traffic Barrier Terminal Type 5A as an	
EI ( OD 001		option for local agencies.	
LR 102		"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's	
LIV TOZ		interested party protest procedures outlined in Title 44 of the IL Administrative Code.	
1.0.405	v	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR	5
LR 105	X	Contract Special Provision based on industry concerns discussed at the Joint Coop.	-
LD 407 4		"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed to outline the necessary requirements to	
LR 107-1		comply with No. 14 permits.	
LD 407.0		"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05) (Rev 1-1-06). Developed to require	
LR 107-2		insurance policies to be submitted to the letting agency rather than the department.	
1.0.407.0		"Disadvantaged Business Enterprise Participation" (Eff. 1-1-07). Developed to require DBE utilization plans to	
LR 107-3			
LD 400		be submitted to the local agency.	
LR 108		"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar	
		days. Revised to incorporate applicable portions of deleted Sections 102 & 103.	
LR 109		"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed to assist local agencies in handling contract claims	
LR 212		"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 355-1		"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07)	
LR 355-2		"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 400		"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007	
		Standard Specifications.	
LR 402		"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 403-2		Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07)	
LR 420		"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality	
		PCC pavements for low volume roads.	
LR 442		"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved	
		bituminous patching mixtures	
LR 451		"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07)	
LR 503-1		"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02)	
LR 503-2		"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge	
		to be added when short loads are expected during the contract	
. LR 542		"Pipe Culverts, Type (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07)	
LR 663		"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07)	
LR 702		"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange	
		sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs	
LR 1004		"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a	
		coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate	
		Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt	
LR 1013		"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 1032-1		"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating	
		Emulsified Prime into a single special provision.	
LR 1032-2		"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold	
		mix asphalt	
LR 1102		"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant	
		mix bituminous equipment that was eliminated from the Standard Specifications.	

## BDE SPECIAL PROVISIONS For the January 19 and March 9, 2007 Lettings

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

File	e Nam <u>e</u>	Pg#		Special Provision Title	<u>Effective</u>	Revised
*	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
	80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
*	72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	June 1, 1989	Jan. 2, 2007
				Surface Removal		
				(NOTE: This special provision was previously named "Asbestos		
				Waterproofing Membrane and Asbestos Bituminous Concrete Surface		
				Removal".)		
*	50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
*	50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
*	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
*	50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
*	80166			Cement	Jan. 1, 2007	
*	80029	8	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
*	80167			Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
*	80168	16	X	Errata for the 2007 Standard Specifications	Jan. 1, 2007	
*	80169			High Tension Cable Median Barrier	Jan. 1, 2007	
*	80142	18	X	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Jan. 1, 2005	Jan. 1, 2007
	*			(NOTE: This special provision was previously named "Bituminous		
				Equipment, Spreading and Finishing Machine".)		
*	80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2007
ŀ				(NOTE: This special provision was previously named "Superpave		
İ	*			Bituminous Concrete Mixture IL-4.75".)	•	
*	80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
*	80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
*	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
*	80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
***** *	80082			Multilane Pavement Patching	Nov. 1, 2002	
*	80129	19	Х	Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* *	80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
	80022	21	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
	80148			Planting Woody Plants	Jan. 1, 2006	
*	80134	23	X	Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
*	80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
*	80170			Portland Cement Concrete Plants	Jan. 1, 2007	
*	80171			Precast Handling Holes	Jan. 1, 2007	
*	80015			Public Convenience and Safety	Jan. 1, 2000	
	34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
*	80172	24	X	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
*	80160	<del></del>		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
*	80151		-	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
*	80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
*	80131			Seeding	July 1, 2004	Jan. 1, 2007
				(NOTE: This special provision was previously named "Seeding and	• •	• .
ļ				Sodding".)		
*	80152		<u> </u>	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
*	80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
i	00.02			Taran Armanianiania	<u>.</u>	

File Name	Pg#		Special Provision Title	<u>Effective</u>	<u>Revised</u>
* 80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2007
* 80153	29	Х	Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	30	X	Subcontractor Mobilization Payments	April 2, 2005	
* 80075	7870		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	100	7.1, 1	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
* 80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338			Training Special Provisions	Oct. 15, 1975	
* 80154	3737	7	Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
* 80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
* 80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
* 80163	31	Х	Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	32	X	Working Days	Jan. 1, 2002	

#### 1-44 X Plans

The following special provisions have been deleted from use:

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name 80156	Special Provision Title Aggregate Shipping Tickets	New Location Articles 1003.01(f),	<u>Effective</u> Jan. 1, 2006	Revised
80128 80065	Authority of Railroad Engineer Bituminous Base Course/Widening Superpave	1004.01(f) & 1005.01(d) Article 105.02 Sections 355, 356, 1030 & 1102	July 1, 2004 April 1, 2002	Aug. 1, 2005
80050 80066	Bituminous Concrete Surface Course Bridge Deck Construction	Article 406.13(b) Sections 503, 1004, 1020 &1103	April 1, 2001 April 1, 2002	April 1, 2003 April 1, 2004
80118 80031	Butt Joints Calcium Chloride Accelerator for Portland Cement Concrete Patching	Article 406.08 Recurring # 28	April 1, 2004 Jan. 1, 2001	April 1, 2005
80077 80051	Chair Supports Coarse Aggregate for Trench Backfill, Backfill and Bedding	Article 421.04(a) Sections 208, 542, 550, 1003 & 1004	Nov. 1, 2002 April 1, 2001	Nov. 2, 2002 Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112 80102	Concrete Barrier Corrugated Metal Pipe Culverts	Section 637 Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Jan. 1, 2004 Aug. 1, 2003	April 2, 2004 July 1, 2004
80114 80146	Curing and Protection of Concrete Construction Detectable Warnings	Sections 503, 1020 & 1022 Section 424 Section 1083	Jan. 1, 2004 Aug. 1, 2005 April 1, 2005	Nov. 1, 2005
80144 31578 80041	Elastomeric Bearings Epoxy Coating on Reinforcement Epoxy Pavement Marking	Section 1003 Sections 420, 483 & 606 Article 1095.04	April 1, 1997 Jan. 1, 2001	Jan. 1, 2003 Aug. 1, 2003

File Name	Special Provision Title	New Location	Effective	Revised
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	l== 4 000C
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	N 4 0004
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 &	Aug. 1, 2003	
		Article 1081.15(h)	N 4 0000	A 4 0000
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	-
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 &	Jan. 1, 2005	
		Article 1081.06(a)(4)		
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) &	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	1074.03(a)(5)e. Articles 781.03(a), 781.05	Aug. 1, 2003	
		& 1096.01(b)		
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004

File Name	Special Provision Title	New Location	<u>Effective</u>	Revised
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
5729I	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 &	Jan. 1, 2003	Nov. 1, 2004
00031	WORK ZONG TRAING COMMON DEVICES	Article 1106.02	•	

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:

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

FAS 596 (CH 1 & CH4) Pike County Section 05-00080-00-RS Project SR-596(103)

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures For Materials" in effect on the date of invitations of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the check sheet included herein which apply to and govern the construction of Section 05-00080-00-RS, Project SR-596(103) in Pike County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

<u>DESCRIPTION OF WORK:</u> The project consists of 2" of resurfacing on CH1 to improve the surface and correct the cross slope. CH4 will be resurfaced with 4-3/4" of hot-mix asphalt, thereby correcting the cross slope and rutting and upgrading CH4 to an 80,000 lb. truck route. Aggregate wedge shoulders will be provided throughout the project limits. Hot-mix asphalt aprons will be provided for sideroads, entrances, and mailbox turnouts. Also included is pavement marking and guardrail at one location on CH4.

<u>J.U.L.I.E.</u>: The toll free telephone number of Joint Utility Locating information for Excavators is 800-892-0123.

TRAFFIC CONTROL: 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 Article 107.09 and Sections 701 thru 703 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards.

Traffic: FAS Route 596 (County Highways 1 & 4) shall remain open to traffic at all times during construction of this project.

W8-11 "Uneven Lane" signs shall be placed at each end of the project as applicable.

FAS 596 (CH 1 & CH4) Pike County Section 05-00080-00-RS Project SR-596(103)

The Contractor shall furnish, and post mount, "Road Construction Next XX Miles" signs G20-1(o) and when applicable, "No Passing Zones Not Striped Next XX Miles" signs G20-1100(o) at the beginning of this project. "End of Construction" signs G20-2a(o) shall also be post mounted at the appropriate locations.

Signposts shall be  $100 \times 100 \text{ mm}$  (4 x 4 in.) wood posts according to Article 1007.05. All posts shall be braced to the satisfaction of the Engineer. The use of metal posts will not be permitted.

The Contractor shall be responsible for the condition of traffic control devices at all times during construction activities and throughout shutdown periods.

Two-way traffic shall be maintained at all times. Flaggers will be required for intermittent lane closures any time the two-way traffic flow is interrupted.

Two-way traffic shall be maintained at the completion of each working day, on weekends, and on holidays.

The Contractor shall provide access to abutting property at all times during the construction of this improvement.

Any inconvenience or delays caused the Contractor in complying with this special provision shall be considered included in the contract and no additional compensation will be allowed.

Traffic control for any short-term operation shall be in accordance with Traffic Control and Protection Standard 701301.

Traffic control for paving and shoulder construction shall be in accordance with Standard 701306.

Traffic Control Devices: Traffic control for the proposed shoulder work which does not require the closure of one traffic lane shall be in accordance with Traffic Control Standards 701001, 701006, and 701011.

Traffic control for the proposed pavement marking placement shall be in accordance with Traffic Control Standard 701311.

<u>Basis of Payment:</u> Furnishing, erecting, moving, and maintaining the signs, barricades and other traffic control devices in accordance with the details in the plans, the traffic control standards, and as directed by the Engineer will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL COMPLETE.

# STATUS OF UTILITIES TO BE ADJUSTED

Name and Address Of Utility	Туре	Location	
Nicor Gas 1844 Ferry Road Naperville, IL 60563-9600 ATTN: Ms. Constance Lane	Gas	T5S R6W	
City of Barry c/o Meco Engineering P.O. Box 106 Pittsfield, IL 62363 ATTN: Mr. Max Middendorf	Water & Sewer	T4S R6W	
Adams Electrical Co-Operative P.O. Box 247 Camp Point, IL 62320-0247 ATTN: Ms. Joyce Bockhold	Electric	T4S R6W	\TED
Megellan Pipeline 1 Williams Center Tulsa, OK 74172 ATTN: Mr. Tim Casson Maildrop 27-4	Gas	T4S R6W	NO RELOCATION ANTICIPATED
Pike County Water District P.O. Box 336 Rockport, IL 62370 ATTN: Mr. Bill Bainter	Water	T5S R6W	RELOCATI
Verizon 330 W. Beecher Jacksonville, IL 62650 ATTN: Engineering Department	le, IL 62650 relephone Project		ON
Ameren 700 Jersey Street P.O. Box 331 Quincy, IL 63206	Project		
Rapid Communications 805 Bryan Avenue Lincoln, IL 62656	Fiber Optics	T5S R6W	

The above represents the best information of the County and is only included for the convenience of the bidder, although no utility adjustments are anticipated. The applicable provisions of Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

FAS 596 (CH 1 & CH4)
Pike County
Section 05-00080-00-RS
Project SR-596(103)

<u>ENTRANCE AND SIDEROAD TAPERS:</u> This work shall consist of constructing a hot-mix asphalt surface course taper at the entrances and sideroads as directed by the Engineer and as shown in the details in the plans.

Prior to the construction of the taper, the existing entrance and/or sideroad material approaching the limits of construction shall be removed as shown on the details in the plans and as directed by the Engineer. Existing aggregate bases shall be prepared and repaired as specified in Section 358 of the Standard Specifications. The cost of the removal and disposal of the specified material and the preparation and repair of the base shall not be paid for separately, but shall be included in the cost of the hot-mix asphalt surface course.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per ton for HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50 which price shall be payment in full for all labor, equipment and material required to complete this item as specified.

HOT-MIX ASPHALT BINDER COURSE PLACEMENT: The contractor shall limit the binder course placement to one-half day's production in each lane thereby paving adjacent lanes within the same working day to eliminate the excessive drop-off at the centerline by the end of each workday.

The cost for complying with this special provision shall be included in the cost of the pay item involved and no additional compensation will be allowed.

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

# SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 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.

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

#### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

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

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

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

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 firms 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. This 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 \_\_\_\_O,\_O % 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 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 forth in this Special Provision:

- (a) The bidder documents that firmly committed 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 may consult the DBE Directory as a reference source for DBE companies certified by the Department. 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 web site at www.dot.il.gov.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted 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). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven 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 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 quaranty, 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 or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating 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) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

<u>CALCULATING DBE PARTICIPATION</u>. 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 firm 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 firm 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (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 or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt 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 could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the 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 a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after 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 pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. 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 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 reconsideration, 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.

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 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.

- (a) 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) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) 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 therefor 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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report 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 Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

## **ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)**

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
  - "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
  - "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer.".
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300  $\mu$ m)" to "(600  $\mu$ m)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL BUTT JOINT, Page 207".

# HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

#### NOTCHED WEDGE LONGITUDINAL JOINT (BDE)

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

<u>Description</u>. This work shall consist of constructing a notched wedge longitudinal joint between successive passes of hot-mix asphalt (HMA) binder course that is placed in 2 1/4 in. (57 mm) or greater lifts on pavement that is open to traffic.

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

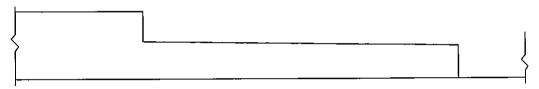


Figure 1

Equipment. Equipment shall meet the following requirements:

- a) Strike Off Device. The strike off device shall produce the notches and wedge of the joint and shall be adjustable. The device shall be attached to the paver and shall not restrict operation of the main screed.
- b) Wedge Roller. The wedge roller shall have a minimum diameter of 12 in. (300 mm), a minimum weight of 50 lb/in. (9 N/mm) of width, and a width equal to the wedge. The roller shall be attached to the paver.

#### CONSTRUCTION REQUIREMENTS

<u>Joint Construction</u>. The notched wedge longitudinal joint shall be formed by the strike off device on the paver. The wedge shall then be compacted by the joint roller.

<u>Compaction</u>. Initial compaction of the wedge shall be as close to final density as possible. Final density requirements of the entire binder mat, including the wedge, shall remain unchanged.

<u>Prime Coat</u>. Immediately prior to placing the adjacent lift of binder, the bituminous material specified for the mainline prime coat shall be applied to the entire face of the notched wedge longitudinal joint. The material shall be uniformly applied at a rate of 0.05 to 0.1 gal/sq yd (0.2 to 0.5 L/sq m).

Method of Measurement. The notched wedge longitudinal joint will not be measured for payment.

The prime coat will be measured for payment according to Article 406.13 of the Standard Specifications.

<u>Basis of Payment</u>. The work of constructing the notched wedge longitudinal joint will not be paid for separately but shall be considered as included in the cost of the HMA binder course being constructed.

The prime coat will be paid for according to Article 406.14 of the Standard Specifications.

## PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

#### PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

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

Add the following to Article 630.02 of the Standard Specifications:

"(g) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department's approved list."

# **RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)**

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

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

#### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

**1031.01 Description.** Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded 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.

1031.02 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 to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent 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 5/8 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 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent 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 B quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP 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.

**1031.03 Testing.** When used in HMA, the RAP shall be sampled and tested either during or after 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).

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 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.

Before extraction, each field sample shall be split to obtain two 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.

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G<sub>mm</sub>) at a 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).

(b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G<sub>mm</sub>. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	±5%	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	± 0.02 % <sup>2/</sup>	

- 1/ The tolerance for conglomerate 3/8 shall be  $\pm$  0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the  $G_{mm}$  exceeds the  $\pm$  0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

**1031.04 Quality Designation of Aggregate in RAP.** The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

#### 1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) 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.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

#### Max RAP Percentage

SUPERPAVE MIXTURES 1/, 3/	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10
90	10	10	10
105	10	10	10

Note 1: For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP 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 stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** The coarse aggregate in all RAP 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, 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 control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (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."

#### STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

Revise the first paragraph of Article 1006.25 of the Standard Specifications to read:

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. Guardrails shall be Class A, with Type II coatings. The weight (mass) of the galvanized coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The overall combined weight (mass) of the coating on both sides shall meet or exceed 4.00 oz/sq ft (1220 g/sq m). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail. The minimum average thickness for each side shall be 3.1 mils (79 μm)."

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

#### WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

"(c) Water Blaster with Vacuum Recovery ......1101.12"

Revise Article 1101.12 of the Standard Specifications to read.

"1101.12 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head."

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 25 working days.

# STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLANS FOR PROPOSED

SURFACE TRANSPORTATION / RURAL PROGRAM

# PIKE COUNTY SECTION 05-00080-00-RS

**COUNTY HIGHWAYS 1 & 4** PROJECT NO. SR-596 (103)

JOB NO. C-96-200-07



NOTE: ORIGINALLY BUILT SECTIONS 87-00053-00-FP PROPOSED IMPROVEMENT DERHOOK POP 257 RARRY POP 1,39 SECTION 05-00080-00-RS **ENDS** STA 322+60,00 STATION EQUATION STA 271+00,00 BK = STA 202+99.35 AH BRIDGE OMISSION STA 258+82.51 TO STA 259+58,56 STATION EQUATION STA 244+88.98 BK = STA 244+91.16 AH (596) SECTION 05-00080-00-RS **BEGINS** SISER STA 101+37.00 NEW CANTON BRIDGE OMISSION STA 149+41.75 TO STA 150+14.25 SCALE: 1" = 1 MILE

MAJOR COLLECTOR ADT: **3R GUIDELINES** 

DESIGN SPEED: 50 MPH

CH 1 600 (2006) CH 4 1150 (2006) Hutchison Engineering, Inc.

SINCE 1945

1801 West Lafayette PO Box 820 Jacksonville, Illinois 62651 PHONE: (217)245-7164 FAX (217)243-0468

SHEET 1 OF 16

NOVEMBER 1, 2006

APPROVED //- Z 20 06

COUNTY ENGINEER

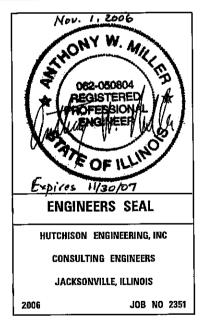
PASSED NOV 15 20 06

Releasing For DISTRICT SIX ENGINEER OF LOCAL ROADS & STREETS

Releasing For Bid Based on Limited Review NOV 15 20 06

THE DEPUTY DIRECTOR OF HIGHWAYS REGION FOUR ENGINEER

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION



TOTAL LENGTH
28,921.47 LIN. FT. = 5.478 MILES

NET LENGTH 28,772.92 LIN. FT. = 5.449 MILES

ORIGINALLY BUILT AS SECTIONS 87-00053-00-FP & 27-0 PIKE COUNTY SECTION 05-00080-00-RS FAS ROUTE 596 JOB NO. C-96-200-07 PROJECT SR-596 (103) CONTRACT NO. 93430

#### INDEX OF SHEETS

- 1 COVER SHEET
- 2 SIGNATURE SHEET
- 3 INDEX OF SHEETS & IDOT STANDARDS
- 4 GENERAL NOTES, & SUMMARY OF QUANTITIES, LEGEND
- 5 QUANTITY OF SCHEDULES
- 6-7 TYPICAL SECTIONS
- 8-13 PLAN SHEETS
- 14-16 SPECIAL DETAILS

#### IDOT STANDARDS

000001-04	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
630001-07	STEEL PLATE BEAM GUARDRAIL
630101-07	CUARDRAIL MOUNTED ON EXISTING CULVERTS
630301-04	SHOULDER WIDENING FOR TYPE 1 (SPECIAL) GUARDRAIL TERMINALS
701001-01	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 4.5 m (15") AWAY
701006-02	OFF-ROAD OPERATIONS, 2L. 2W. 4.5m (15") TO 600mm (24") FROM PAVEMENT EDGE
701011- <b>0</b> 1	OFF-ROAD MOVING OPERATIONS, 2L. 2W, DAY ONLY
701301-02	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701306-01	LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS > 45 MPH
701311-02	LANE CLOSURE, 2L, 2W, MOVING OPERATIONS - DAY ONLY
702001-06	TRAFFIC CONTROL DEVICES
780001-01	TYPICAL PAVEMENT MARKINGS
BLR 24-1	MAILBOX TURNOUT FOR LOCAL ROADS

REVISIONS NAME DATE	ILLINOIS DEPARTMENT OF TRANSPORTATION	
<u> </u>	COUNTY HIGHWAY 1 & CO	
	FAS RTE S INDEX OF SHEETS & II	
	l	
	SECTION 05-00080-00-RS COUNTY PIKE	DATE 11/01/06 DRAWN BY: JCG
	CONTRACT NO.	CHECKED BY: AWM

#### GENERAL NOTES

- 1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THE PLANS REPRESENTS THE BEST KNOWLEDGE OF THE COUNTY AND THE INDICATED ADJUSTMENTS OR RECONSTRUCTION ARE CONSIDERED TO BE REASONABLY ACCURATE. THE GOVERNMENTAL AGENCY ASSUMES NO RESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY LOCATIONS OF UNDERGROUND INSTALLATIONS BEFORE STARTING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO OBTAIN FROM THE GOVERNMENTAL AGENCY OR UTILITY COMPANY RESPONSIBLE FOR THE RESPECTIVE INSTALLATIONS, DETAILED INFORMATION CONCERNING THE LOCATIONS OF THE INSTALLATIONS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED THE CONTRACTOR DUE TO ANY DELAYS OR INCONVENIENCE RESULTING FROM THESE REQUIREMENTS, NOR ON ACCOUNT OF ANY SPECIAL CONSTRUCTION METHODS REQUIRED IN PROSECUTING THE CONTRACTOR'S WORK, THE CONTRACTOR SHALL INDEMNIFY THE COUNTRY, ITS OFFICERS, AND EMPLOYEES AGAINST ALL CLAIMS DUE TO DAMAGE TO CORPORATE OR PRIVATE PROPERTY RESULTING FROM HIS CONSTRUCTION OPERATIONS AS DESCRIBED IN ARTICLE 107.20 AND 107.20 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 2. THE CONTRACTOR SHALL NOTIFY THE AGENCIES AND UTILITIES AT LEAST 10 (TEN) DAYS PRIOR TO ANY CONSTRUCTION IN THE AREA AND SHALL COMPLY WITH ALL RESTRICTIONS FOR EQUIPMENT MOVEMENTS AND CLEARANCES AS REGARDS TO THEIR FACILITIES.
- 3. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR MUST CALL JULLIE. AT 1-800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRICAL, TELEPHONE, GAS FACILITIES, AND ALL PUBLIC UTILITIES. A 4B HOUR NOTIFICATION IS REQUIRED.
- 4. WHEN DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DITCHES, GUTTER OR DRAINAGE STRUCTURES SO THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY, AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES SHALL BE FREE FROM ALL DIRT AND DEBRIS. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE BITUMINOUS PAYING.
- THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ACCESS TO ABUTTING PROPERTY AT ALL TIMES DURING THE CONSTRUCTION OF THIS IMPROVEMENT.
- 6. THE NOMINAL THICKNESS FOR THE BINDER AND SURFACE COURSE ARE SHOWN ON THE TYPICAL SECTION OR SPECIAL DETAILS. THE CONSTRUCTED THICKNESS OF THE ABOVE ITEMS SHALL NOT BE LESS THAN 9D PER CENT OF THE NOMINAL THICKNESS AT ANY LOCATION.
- 7. WHERE SECTION OR SUBSECTION STONES OR MARKERS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH STONES ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKERS UNTIL THE OWNER, AN AUTHORIZED SURVEYOR, OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
- 8. ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS SHALL BE INTERPRETED TO BE THE LATEST STANDARDS OF THE DEPARTMENT AS SHOWN ON THE TABULATION OF REQUIRED STATE STANDARDS SHOWN IN THE PLANS.
- 9. ALL PROPOSED PAVEMENT WIDTHS ARE MEASURED EDGE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON THE PLANS.
- 10. THE FOLLOWING MIXTURE REQUIREMENTS ARE APPLICABLE FOR THIS PROJECT:

MIXTURE USES	HMA SURF CSE	HMA SURF CSE	HMA BINDER CSE	LEVEL BINDER
ROUTE	CH 1	CH 4	CH 4	CH 1 & CH 4
ROUTE AC/PG	PG 64-22	PG_64-22	PG 64-22	PG 64-22
DESIGN AIR VOIDS	4%	4%	4%	4%
RAP Z (MAX)	15%	15%	25%	25%
MIX COMPOSITION:				
(CRADATION MIXTURE)	IL-9.5	JL-9.5 OR 12.5	IL-19.0	IL-9.5
FRICTION AGGREGATE	MIX "C"	MIX "C"	N/A	N/A

г		CUMMARY OF CHANTITIES		
ŀ	CODE NO.	SUMMARY OF QUANTITIES PAY ITEM	UNIT	OUANTITY
-	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	11,136
	40600300		TON	215
		LEVELING BINDER (MACHINE METHOD), NSO	TON	4,957
- 1-	40600895		EACH	2
- 1.	40600982		SQ YD	440
ı,	40600990		SO YD	74
- I-	40603080		TON	4,146
- 4	40603310		TON	5,623
	48101200	AGGREGATE SHOULDERS, TYPE 8	TON	2,423
ام	63000000	STEEL PLATE BEAM GUARDRAIL, TYPE A	F00T	225.0
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL (TANGENT)	EACH	4
- 1	63200310	GUARDRAIL REMOVAL	FOOT	275
ľ	67100100	MOBILIZATION	L SUM	1
	70103700	TRAFFIC CONTROL COMPLETE	L SUM	1
ı	70300100	<del></del>	FOOT	6,352
ı	70300230	TEMPORARY PAVEMENT MARKING - LINE 5"	FOOT	101,326
Ì	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SO FT	877
△		PAINT PAVEMENT MARKING - LINE 5"	FOOT	101,326
-	78200410	GUARDRAIL MARKERS, TYPE A	EACH	6
-	78201000	TERMINAL MARKER-DIRECT APPLIED	EACH	4
	SEE SPEC	CIAL PROVISIONS CONSTRUC	TION TYPE	E CODE IOO

 SEE SPECIAL PROVISIONS THE FOLLOWING RATES OF APPLICATION HAVE BEEN ASSUMED IN CALCULATING PLAN QUANTITIES:

0.056 TON/SQUARE YARD-INCH

### A SPECIALTY ITEMS

REVISIONS NAME DA	E ILLINOIS DEPARTMENT	OF TRANSPORTATION
	COUNTY HIGHWAY 1 & (FAS RTE	596)
-	SUMMARY OF (	
	SECTION 05-00080-00-RS	DATE 11/01/06
	COUNTY PIKE	DRAWN BY: JCG
	CONTRACT NO.	CHECKED BY: AWM

SHEET 4 OF 16

<u>.</u>		PAVIN	NG SCHEDULE		
STATION TO	) STATION	BITUMINOUS MATERIALS (PRIME COAT)	AGGREGATE (PRIME COAT)	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50
		GALLON		TON	
COUNTY HIGHWAY 1					
101+37.00	149+41.75	1,775.4	35.6	836.8	
150+14.25	244+88.98	3,501.0	70.0	1,637.9	
244+91-17	258+82.51	514.2	10.2	244.0	
259+58.56	271+00.00	421.8	8.4	211.3	
COUNTY HIGHWAY 4		, , , , , , , , , , , , , , , , , , , ,	*		
202+99.35	322+60.00	4,443.7	88.9	2,484.5	4,145.2
SIDEROADS		49.9	1.0	77.5	
NTRANCES		429.6		130.3	
TOTALS	· · · · · · · · · · · · · · · · · · ·	11,135.6	214.1	5,622.3	4,145.2
JSE		11,136	215	5,623	4,146

STATION T	O STATION	LEVELING BINDER (MACHINE METHOD), NSO	AGGREGATE SHOULDERS, TYPE B	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT		
		TON	·	SQ_YD		
COUNTY HIGHWAY 1						
101+37.00	149+41.75	814.7	319.3	146.6		
150+14.25	244+88.98	1,626.9	629.5	73.3		
244+91.17	258+82,51	233.0	92.4	73.3		
259+58.56	271+00.00	189.9	75.9	73.3		
COUNTY HIGHWAY 4						
202+99.35	322+60.00	2,092.2	1,305.4	73.3		
SIDEROADS						
ENTRANCES	***					
TOTALS		4,956.7	2,422.5	439.8		
USE		4,957	2,423	440		

PAVEMENT MARKING SCHEDULE
PAINT PAVEMENT MARKING - LINE 5" YELLOW SKIP-DASH
LANES EDGE LINES WHITE EDGES STATION TO STATION YELLOW DOUBLE NB LANES SB LANES
NO PASS (FT) NO PASS (FT) NB LANES NB/SB LANES (FT) PASS (FT) PASS (FT) COUNTY HIGHWAY 1 101+37 201+25 201+25 208+00 19,976 1,350 1,950 9,988 9,988 208+00 217+75 170 675 975 975 208+00 217+75 225+00 180 725 1,450 225+00 1,989 2,609 244+88.96 3,978 1,989 244+91.16 271+00 5,218 2,609 COUNTY HIGHWAY 4 14,322 202+99 274+60 1,790 1,040 3,760 260 2,080 7,520 274+60 285+00 3,760 285+00 322+60 440 21,086 19,996 TOTAL 57,844 1,960 101,326 USE

GUARDRAIL SCHEDULE TRAFFIC BARRIER TERMINALS STEEL PLATE BEAM GUARDRAIL, TYPE A TERMINAL MARKER DIRECT APPLIED TYPE 1. SPECIAL (TANGENT) SIDE STATION TO STATION FOOT EACH FAS ROUTE 597 (CH 4) 1 243+65.0 244+15.0 LT 246+40.0 LT 225.0 244+15.0 246+90.0 LT 1 246+40.0 245+02.5 245+52.5 RT 245+52.5 246+02.5 RT 1 4 225.0 4 TOTALS USE 225.0

GUARDRAIL REMOVAL LENGTH SIDE STATION TO STATION (FT) COUNTY HIGHWAY 1 243+65,00 245+40.00 175.0 246+02.50 RT 100.0 245+02.50 275.0 TOTAL USE 275

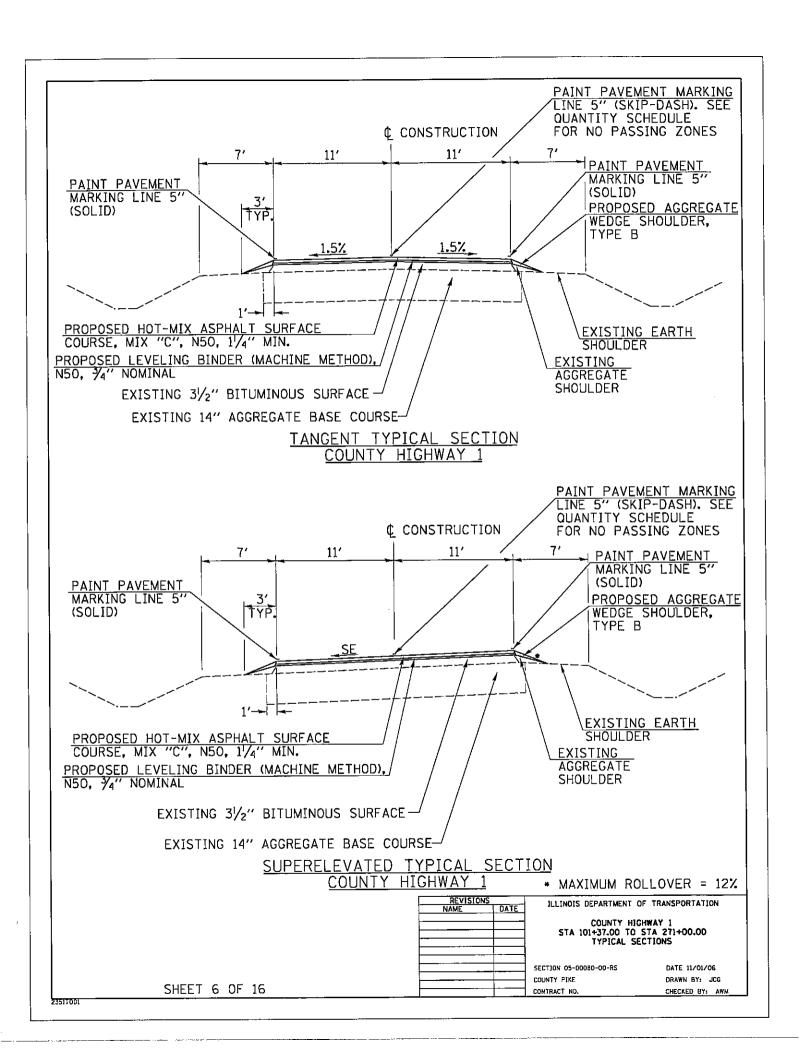
REVISIONS		THE INOIS DEPARTMENT (	F TRANSPORTATION
NAME	DATE	ILLINOIS DE ANTALITI	
		COUNTY HIGHWAY 1 &   (FAS RTE	5961
		SCHEDULES OF	OUANTITIES
		SECTION 05-00080-00-RS	DATE 11/01/06
		COUNTY PIKE	DRAWN BY: JCG

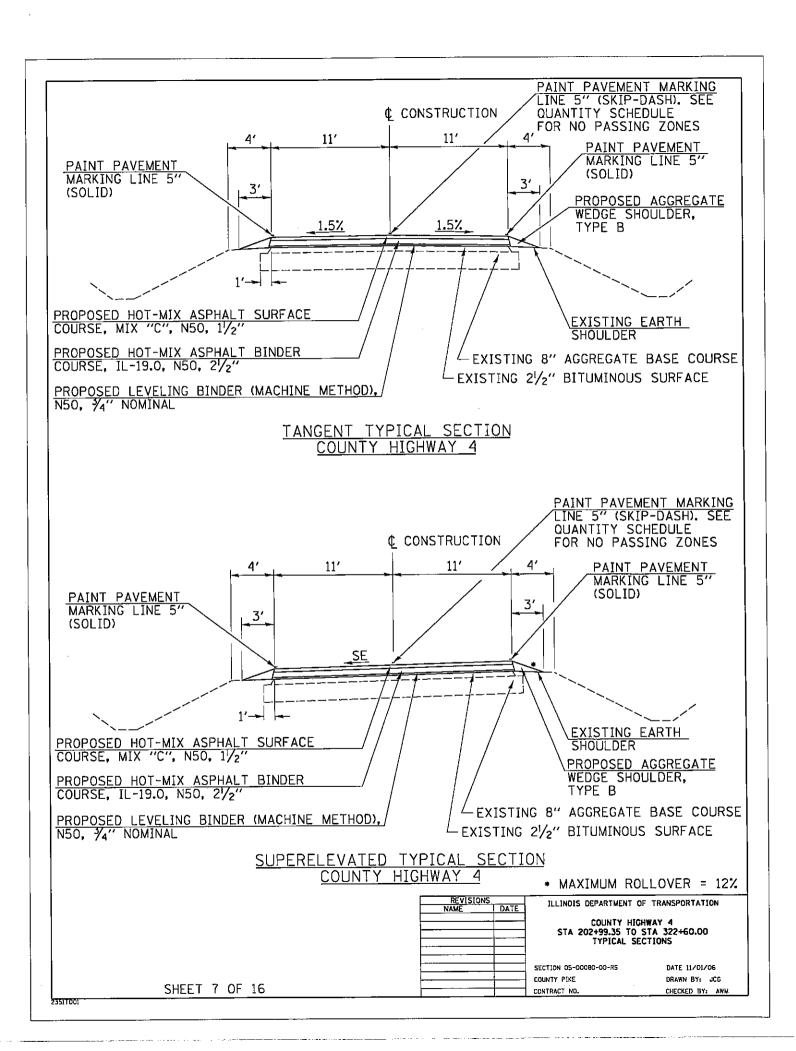
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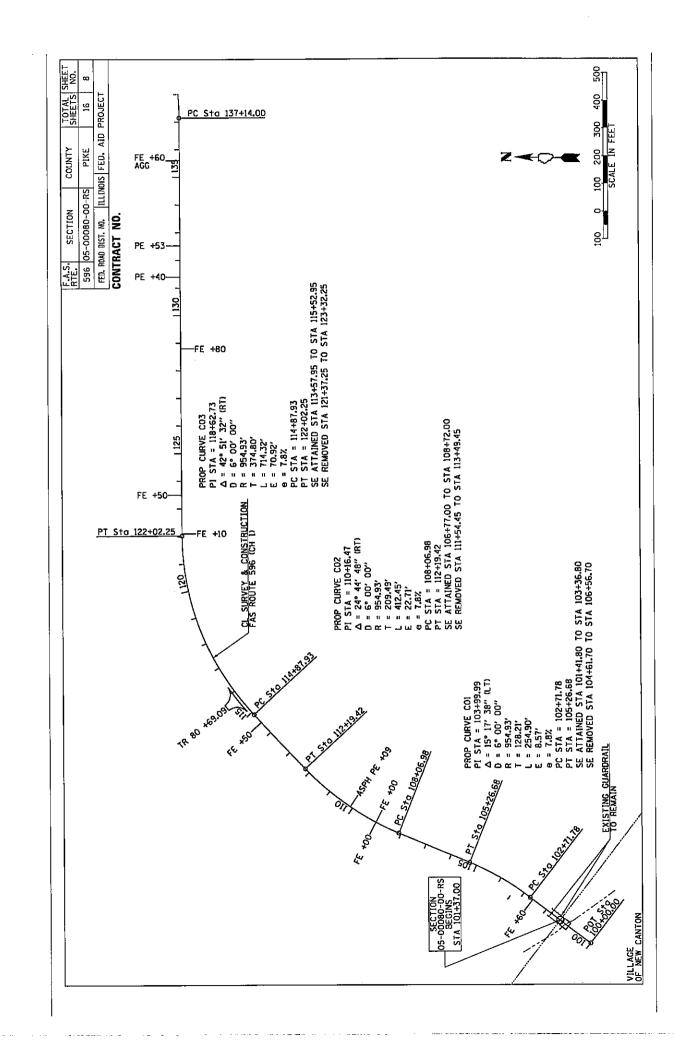
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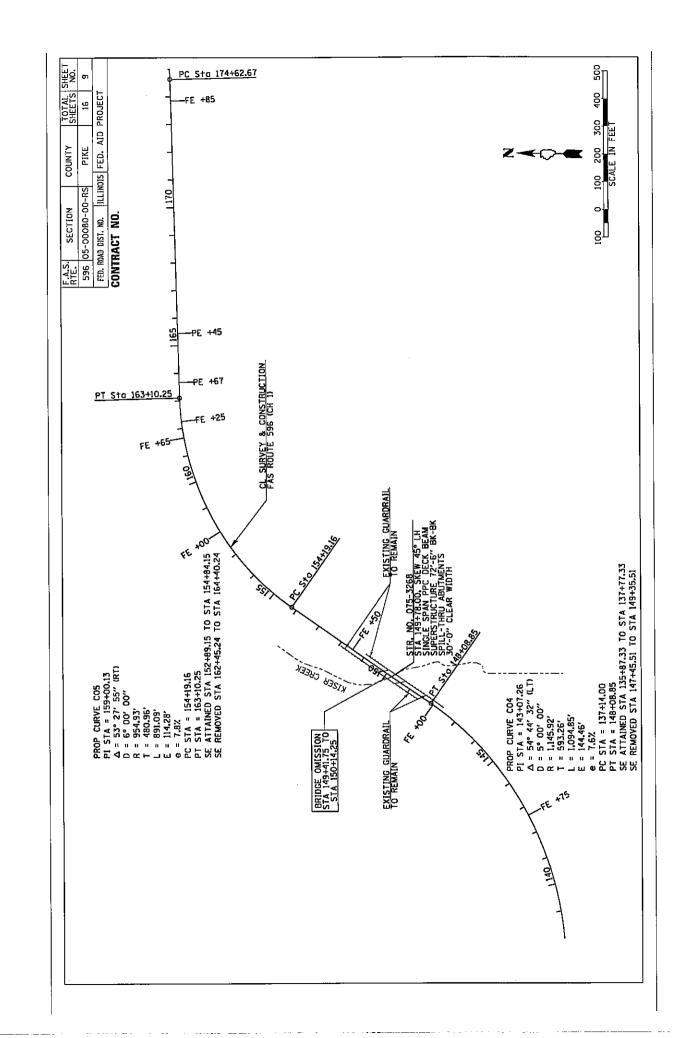
SHEET 5 OF 16

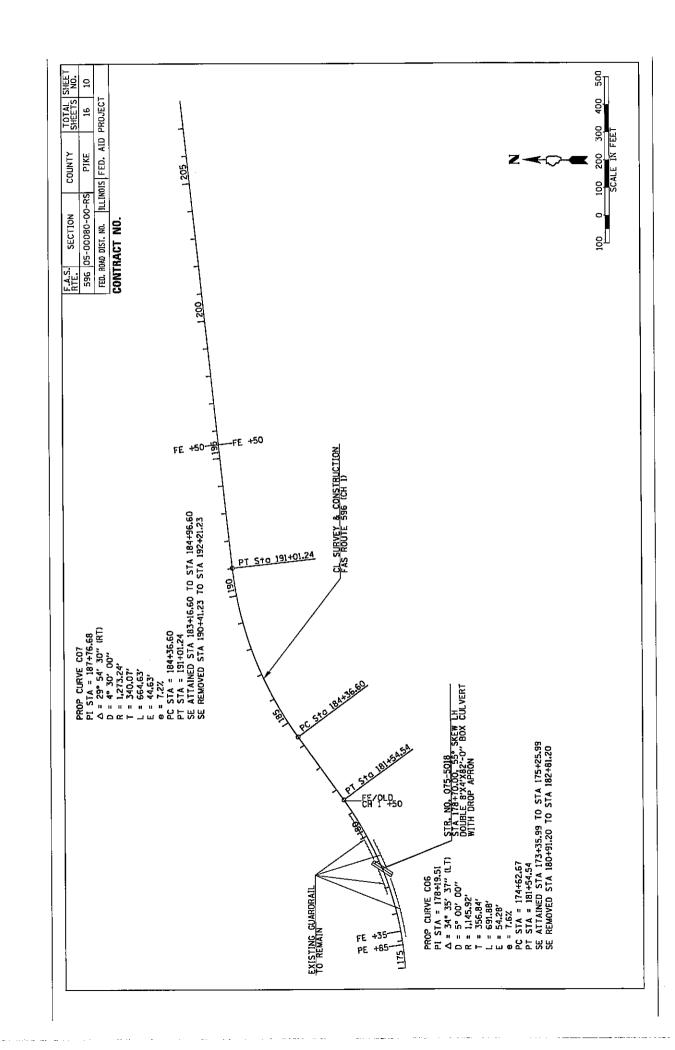
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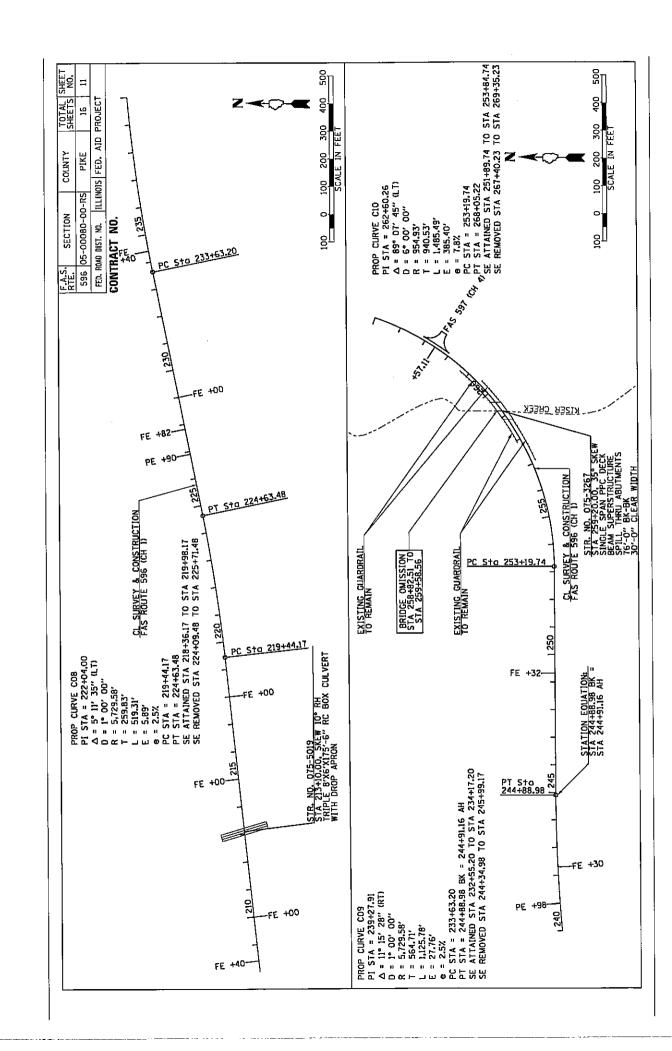


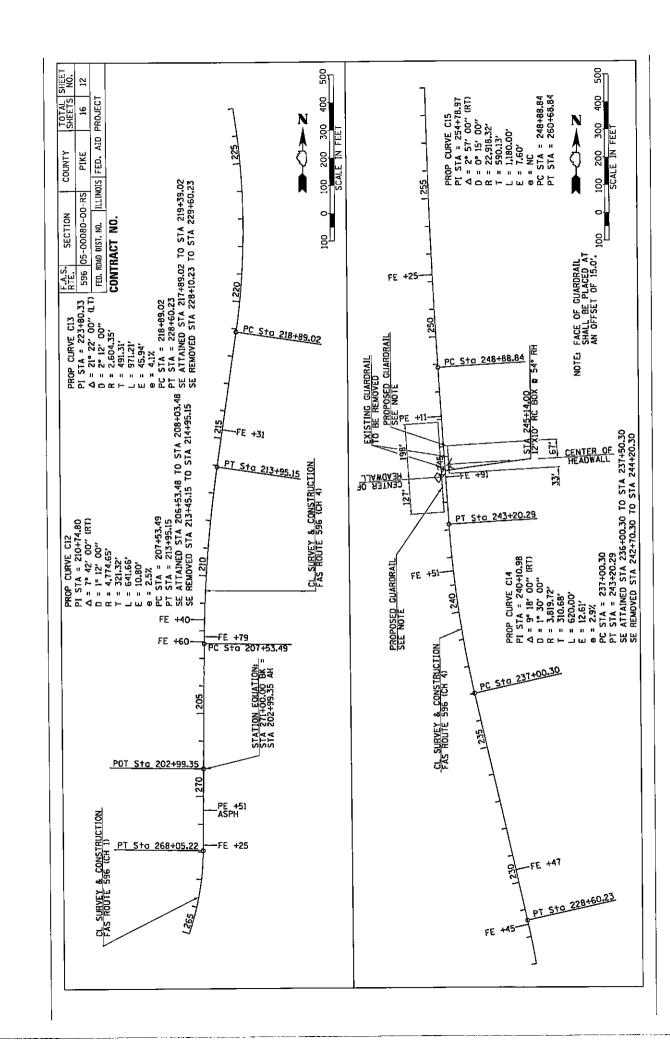


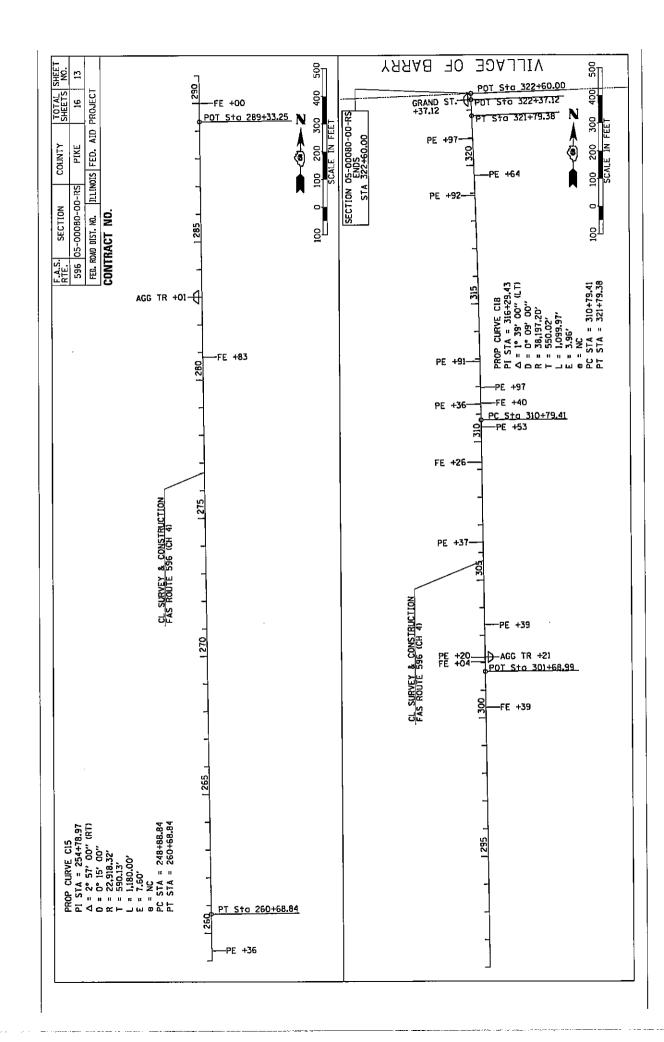


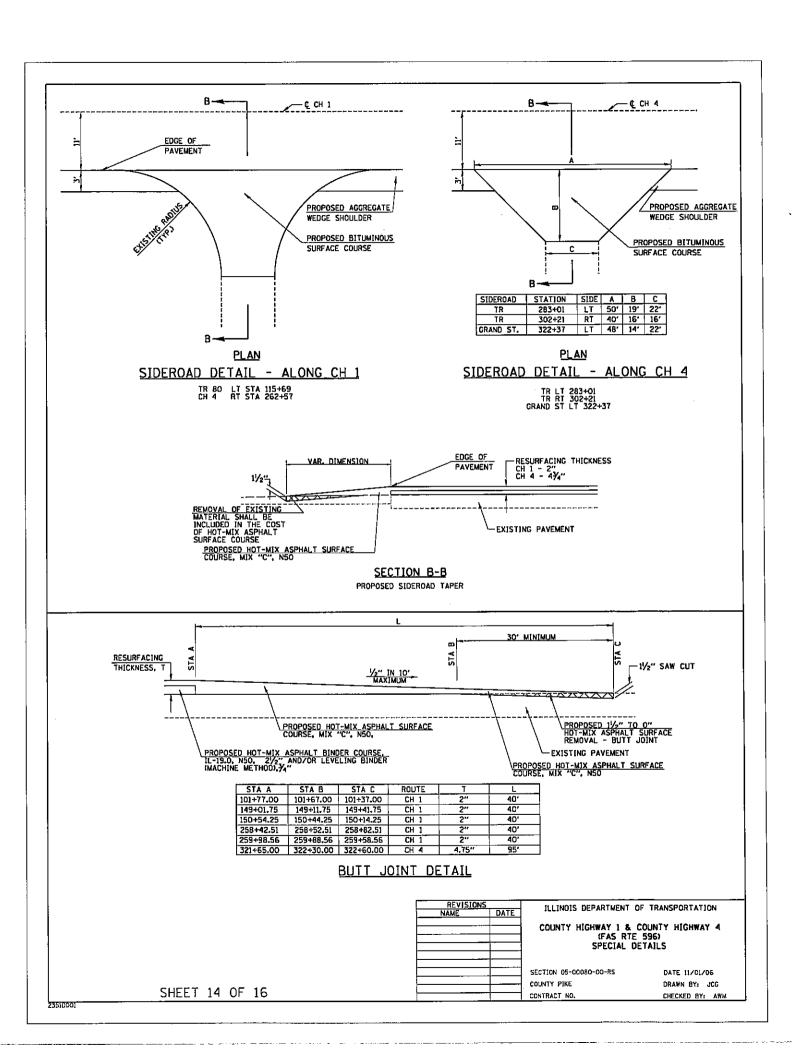


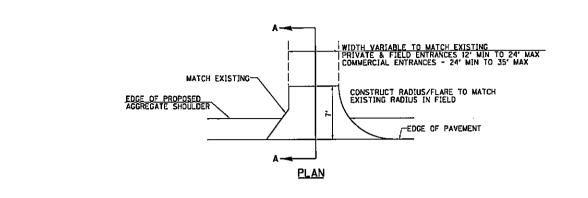


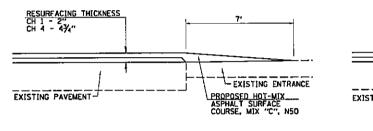


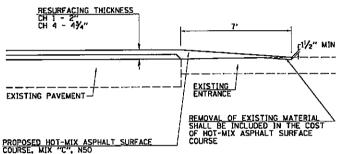








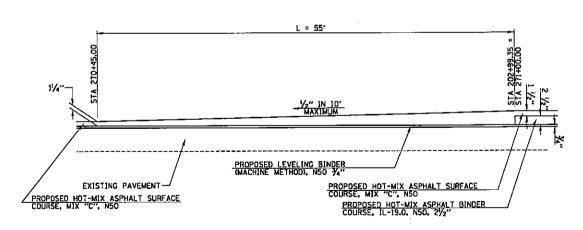




SECTION A-A
EXISTING BITUMINOUS OR CONCRETE ENTRANCES

SECTION A-A
EXISTING AGGREGATE ENTRANCES

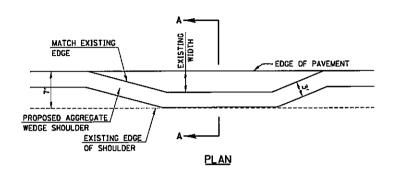
## **ENTRANCE TAPERS**

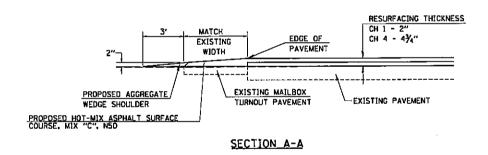


## PAVEMENT TRANSITION DETAIL

REVISION	₹S	ILLINOIS DEPARTMENT O	E TRANSPORTATION
NAME	DATE	ICTINOIS DELYGIMENI C	A TRANSPORTATION
		COUNTY HIGHWAY 1 &	COUNTY RIGHWAY 4
		IFAS RTE	
		SPECIAL D	ETAILS
	<del>-</del>		
		SECTION 05-00080-00-RS	DATE 11/01/06
		COUNTY PIKE	DRAWN BY: JCG
		CONTRACT NO.	CHECKED BY: AWA

SHEET 15 OF 16





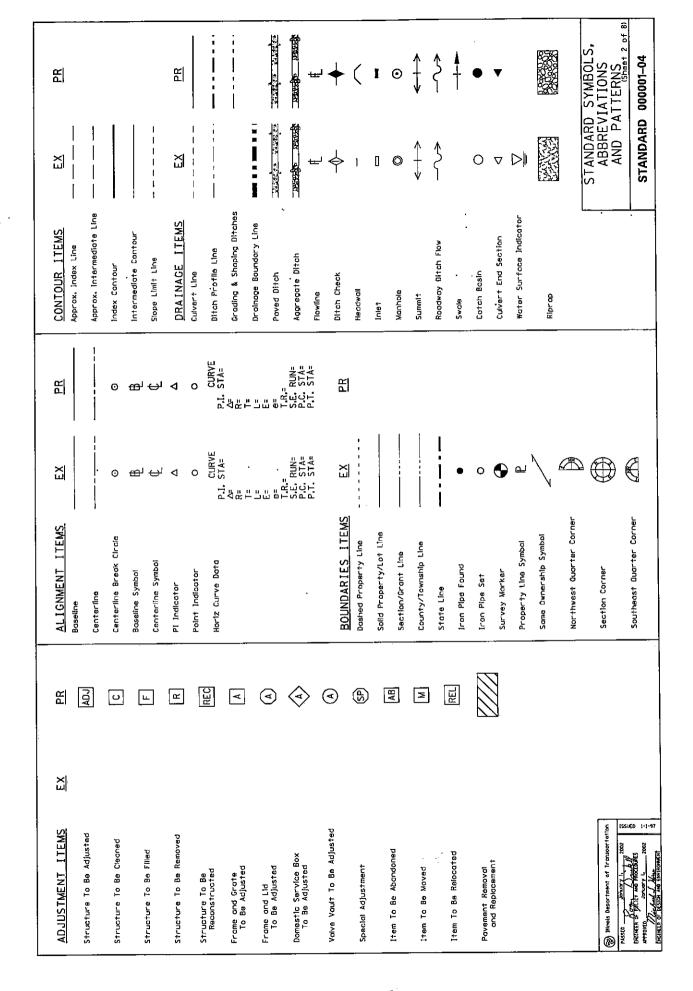
# MAILBOX TURNOUT DETAIL

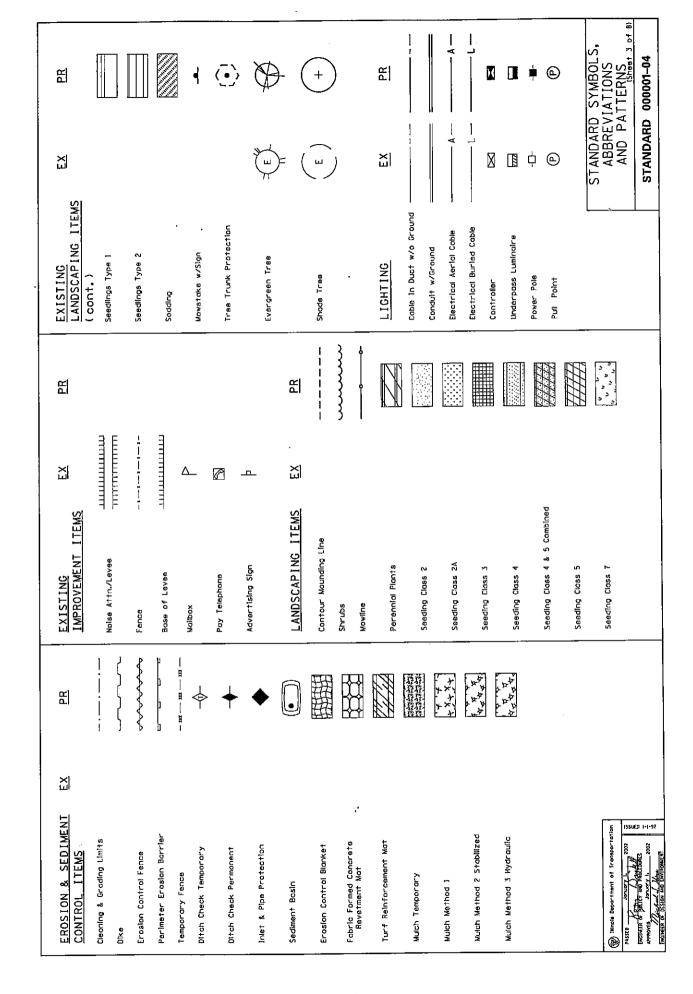
REVISIONS		ILLINOIS DEPARTMENT O	F TRANSPORTATION
NAME	DATE	TEETINOIS SEVENIMENT OF	· · · · · · · · · · · · · · · · · · ·
		COUNTY HIGHWAY 1 & ( FAS RTE	
		SPECIAL DE	
		SECTION 05-00080-00-RS	DATE 11/01/06
	<del> </del>	COUNTY PIKE	DRAWN BY: JCG
	1	CONTRACT NO.	CHECKED BY: AWM

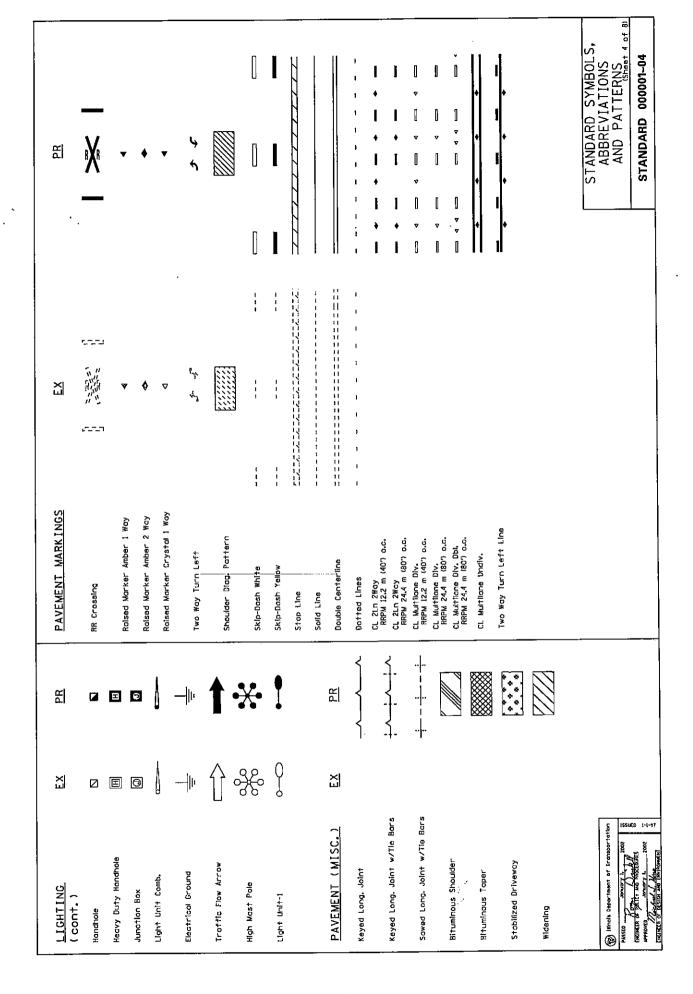
SHEET 16 OF 16

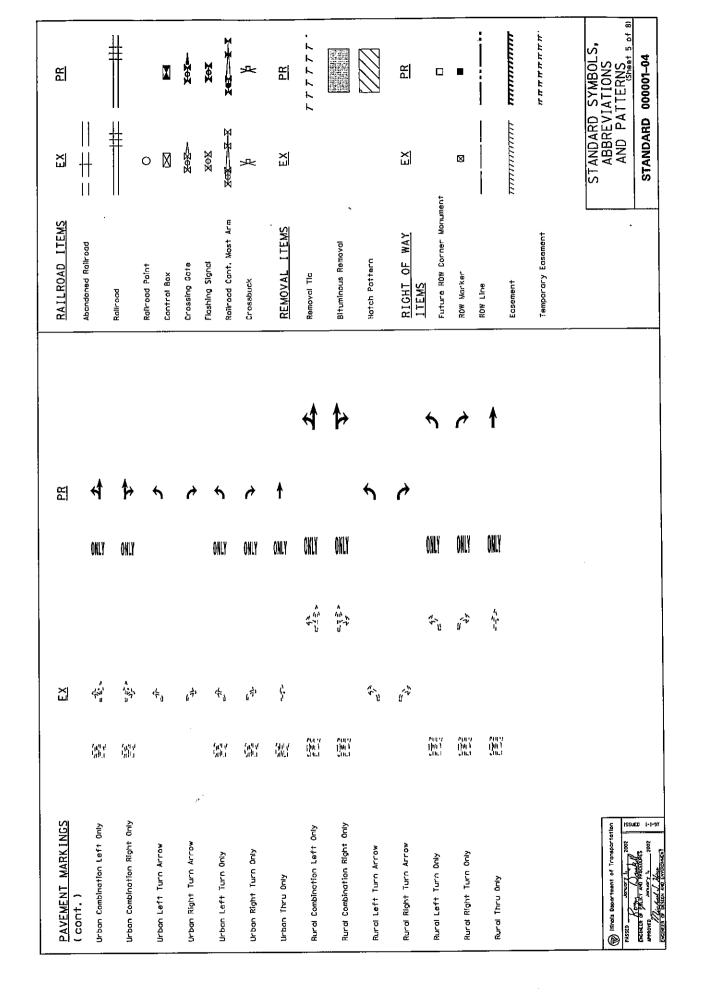
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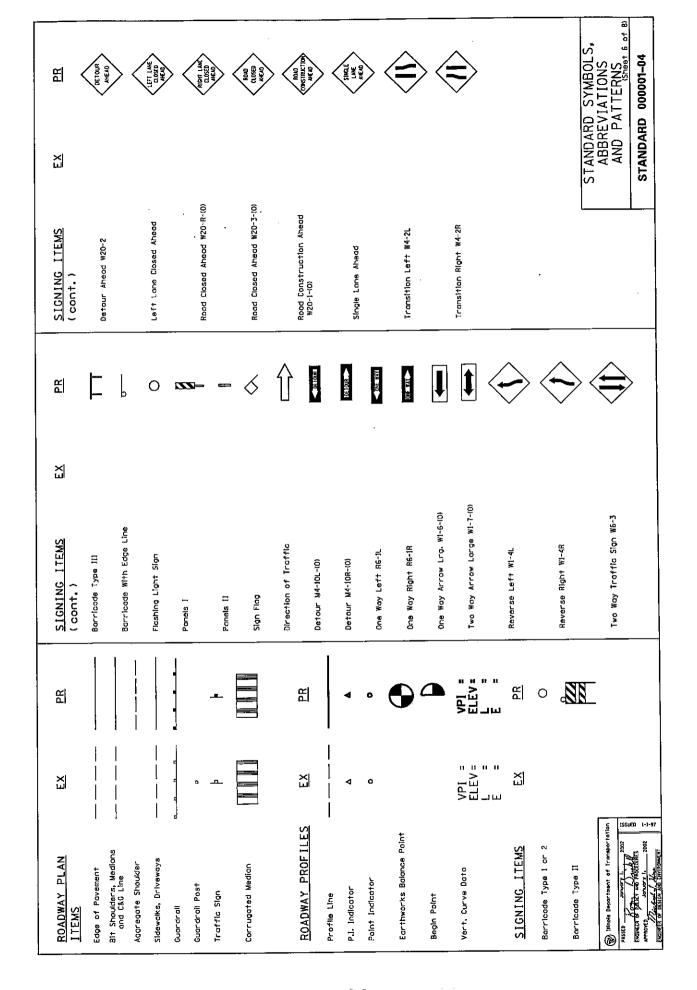
Control   Cont	ABV	ABOVE	٥	DEGREE OF CURVE	INST				<b>-</b>	TANGENT DISTANCE
10   10   10   10   10   10   10   10	A &	ACCESS CONTROL	0C 0E1	DEPRESSED CURVE DETECTOR	INS INS	ON DESIGN STUBY		SPIKE E POINT STAKE		TANGENT RUNOUT DISTANCE
Color   Colo	AD.	ADJUST AERIAL SURVEYS	DIA DIST	DIAMETER DISTRICT	1 H			ļ		TELEPHONE BOX
The color of the	AH AH	AGGREGATE AHEAD	DOM DBr.	DOMESTIC DOUBLE	ᅡ					TEMPORARY TEMPORARY BENCH MADA
10	APT	APARTMENT ASPHALT	DSEL	DOWNSTREAM ELEVATION	<u>ت</u> کے ۔					TILE DRAIN
Column   C	YOX YOX	AUXILIARY AUXILIARY GAS VALVE	28.0	DRAINAGE OR DRIVE  DRAINAGE IN ET OR DROP IN ET	i.c.c	CALINO				TO BE EXTENDED  TO BE REMOVED
Color   Colo		(SERVICE)	. A.	DRIVEWAY	- <u>-</u>	POLE				IU BE SAVEU TOWNSHIP
Comparison	A A S	AVENUE AXIS OF ROTATION	EA	DUCT	<u>ت</u> بـ					TOWNSHIP ROAD TRAFFIC SIGNAL
F. C.   E. C	9-8 9-9	BACK BACK TO BACK	E G	EASTBOUND EDGE OF PAVEMENT	့ပ					TRAFFIC SIGNAL CONTROL BOX TRAFFIC SYSTEMS CENTER
Chief   Chie	8 P.	BACKPLATE BARN	-C -C	EDGE TO CENTERLINE FIGE TO FROE	NG VIIN					TRANSPERSE
EXPRESSION   17   17   17   17   17   17   17   1	BARR	BARRICADE	. H	ELEVATION	AACH					TURN
Fig. 10   Fig. 12   Fig.	8 8 S	BENCHMARK	EXE	ENTRANCE EXCAVATION	₽ ₹			SEWER		TYPE TYPE A
E	818 140	BINDER BITUMINOUS	EX FXPWAY	EXISTING EXPRESSMAY	MATL				TYP	TYPICAL
F	MT 0	BOTTOM BOTTOM	ш	EXTERNAL DISTANCE OF	) E E		SHED		USGS	UNDERGRUUND U.S. GEOLOGICAL SURVEY
F.	BRX	BRICK		HURIZONIAL CURVE OFFSET DISTANCE TO	¥ ¥	JINATE			USEL USFL	UPSTREAM ELEVATION UPSTREAM FLOWLINE
FA FEBRAL AID INTERSTREE   FA FEBRAL AID INTER	BEOX	BUFFALO BOX BUILDING		VERTICAL CURVE FACE TO FACE	mm mm OIA				UT 1L	UTILITY
Fig. 2   Fig. 2   Fig. 2   Fig. 2   Fig. 2   Fig. 2		CAST IRON PIPE		FEDERAL AID	×				× ×	VALVE VAULT
Fig. 66   Fig.		CENTER TO CENTER		FEDERAL AID INIERSIAIE FEDERAL AID PRIMARY	# Q	MOBILE HOME SM			VEH VEH	VAULT VEHICLE
F   F   F   F   F   F   F   F   F   F		CENTERLINE OR CLEARANCE CENTERLINE TO FOGE		FEDERAL AID SECONDARY FEDERAL AID URBAN SECONDARY	FT.	MOTOR FUEL TAX SE			VP TG 2V	VENT PIPE
F. F. FIELD FORMANDE   N. N. W. MILTONAL OLDS PHERIC   A SOLING METEL   N. P. C. VERTICAL, DOINT OF THE PUBLICAN CANADIST   P. F. FIELD FORMANDE   N. N. M.		CENTERLINE TO FACE		FENCE POST	10;	NAIL & CAP			_	
FILE   FLOW LINE   NOWING FROM   NOW   N		CERTIFIED		FIELD ENIKANCE FIRE HYDRANT	Y ¥	NAIL & WASHER NATIONAL OCEANIC ATMOSPHERIC m²				LL 14.
Fig.   Foundations   Fig.		CHISELED CITY STEET		FLOW LINE	. ر	ADMINISTRATION mm				
FRAME   FRAM		CLAY PIPE		FOUNDATION	5 <b>6</b>	NORMAL CROWN NORTHBOUND ST				WATER METER WATER VALVE
FREEWAY   FREEWAY   PATE   P		CLOSED CLOSED LID		FRAME FRAME & GRATE	m ₹	NORTHEAST ST				WATER MAIN
NE		COAT OR COURT		FREEWAY						TEST BOOKS
Color   Colo		COMMERCIAL BUILDING	GAL V	GALLON				ATE BEAM GUARDRAIL		WITHOUT
CRAN		CONCRETE	. <del>S</del>	GAS METER				WER		
CRAVE   CRAVE   PC   POINT OF CHRVATURE   S.E. RUN SUPERELEVATION RATE		CONSTRUCT CONTINUED	GV GRAN	GAS VALVE GRANDLAR						
PIPE GUY GROUND CROUND CROUND CRANGE CHAVE CURVE CONTERNATE CONTINUE PTC POINT OF REVERSE CURVE SURFACE CONTINUE PTC POINT OF REVERSE CURVE SURFACE CONTINUE PTC POINT OF TAMBENCY SAM SURVEY MARKER CONTINUE PCC PORTITION OF TAMBENCY SAM SURVEY MARKER CONTINUE PCC PORTITION OF TAMBENCY SAM SURVEY MARKER CONTINUE PCC PORTITION OF TAMBENCY CONTINUE PCC PORTITION OF TAMBENCY CONTINUE PCC PORTITION OF TAMBENCY CONTINUE PCC PROFILE CONTINUE PCC PCC PCC PCC PCC PCC PCC PCC PCC PC	CONT	CONTINUOUS	83	GRATE		141 141 141 141 141 141 141 141 141 141	3	VATION RATE		
PIPE GUITER PT POINT OF REVERSE CURVE GW GUY WIRE PT POINT OF TANGENCY GW GUY WIRE PT POINT OF TANGENCY GW GUY WIRE POLYTHING PPOLYTHING PPOLYTHING PPOLYTHING PPOLYTHING PPOLYTHING PPONT DATE ENTRANCE HATCHING PPONT DATE FROM ENTRY HATCHING PPONT PROM ENTRY HATCHING PPONT PROM ENTRY HOW HEADWALL PROM HEADWALL PROM HEADWALL PROM HEADWALL PROM HEADWALL PROM HEADWALL PROM HAD HAD PROM HOUTH ENTRANCE PROM HOUTH HEAVY DITY PROM HEADWALL PROM HAD PROM HOUTH PROM HEADWALL PROM HAD HAD PROM HOUTH PROM HOUTH PROM HEADWALL PROM HAD	CORR	CORRUGATED	GND	GROUND	<del>.</del>		į	ELEVALIUM RUNOFF		
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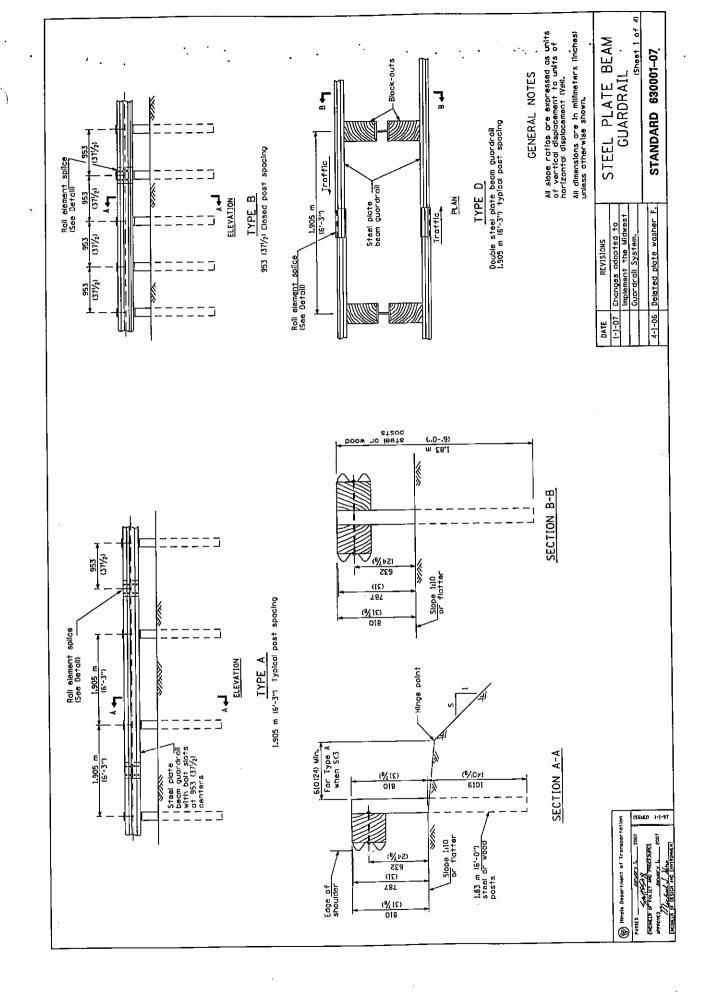


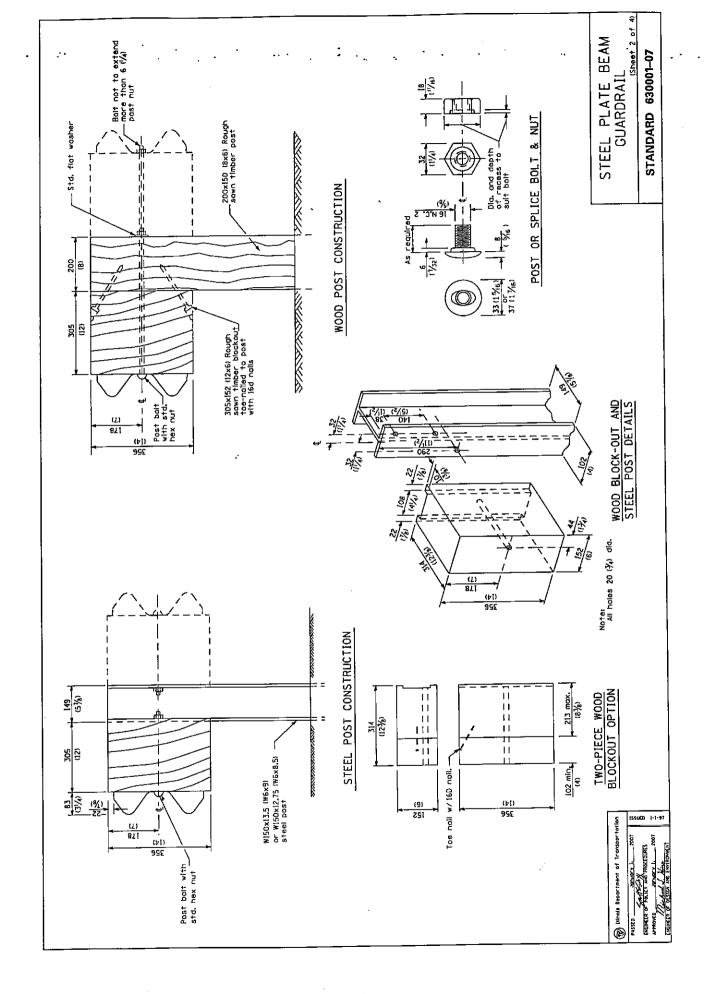


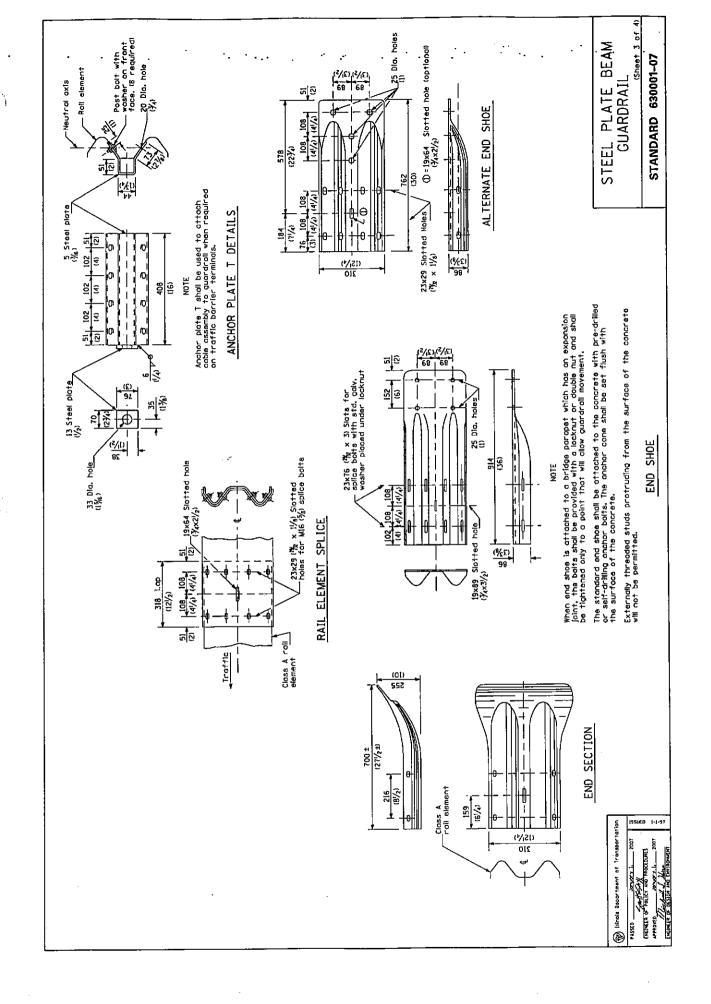


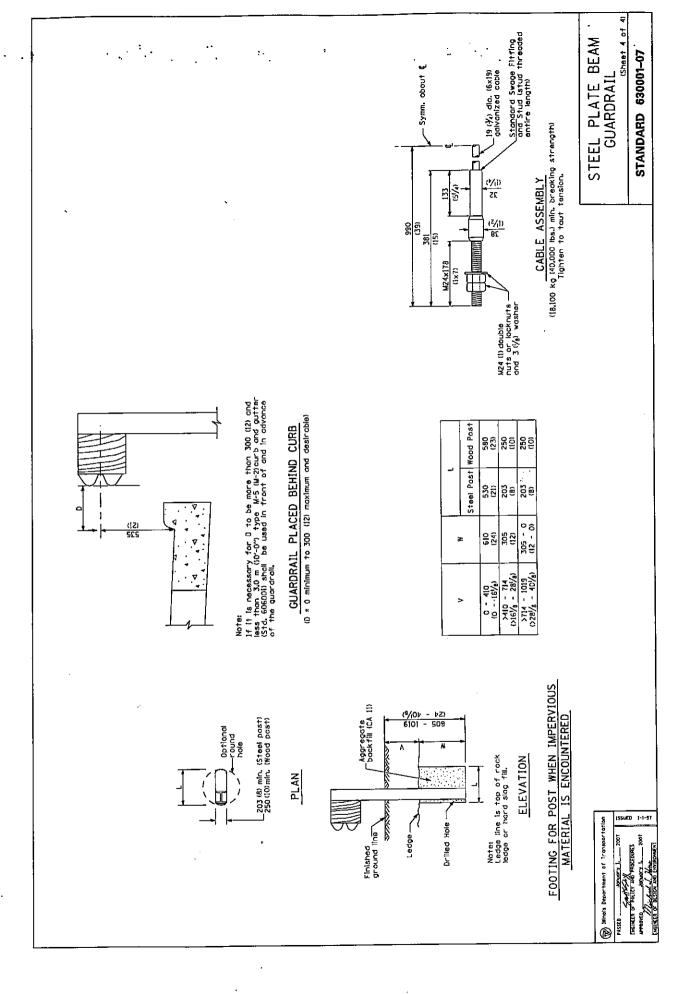
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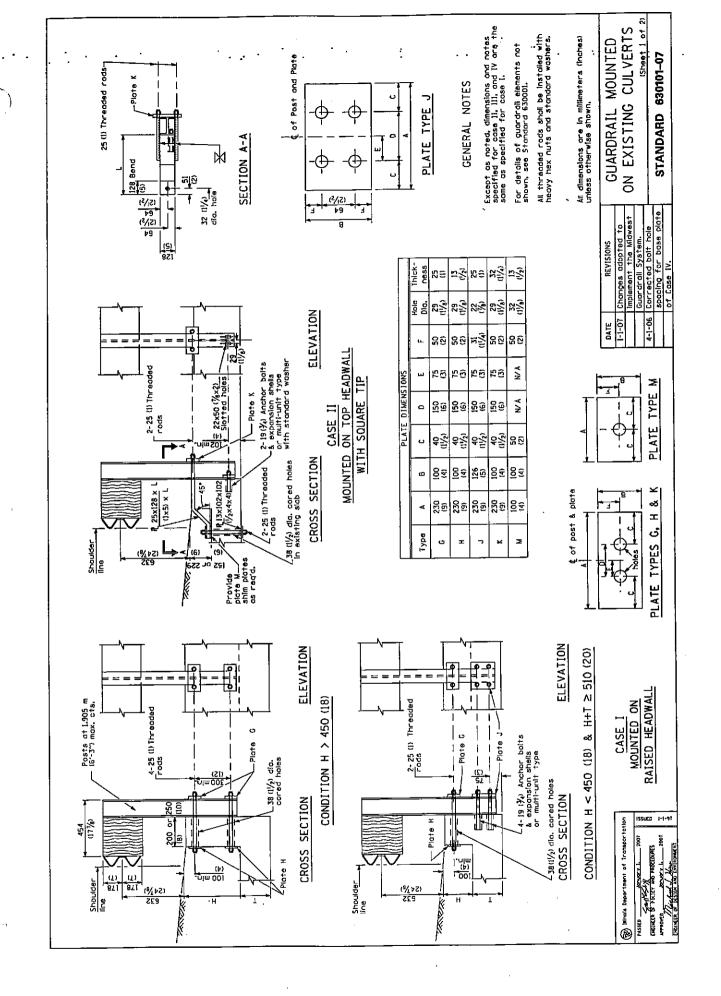
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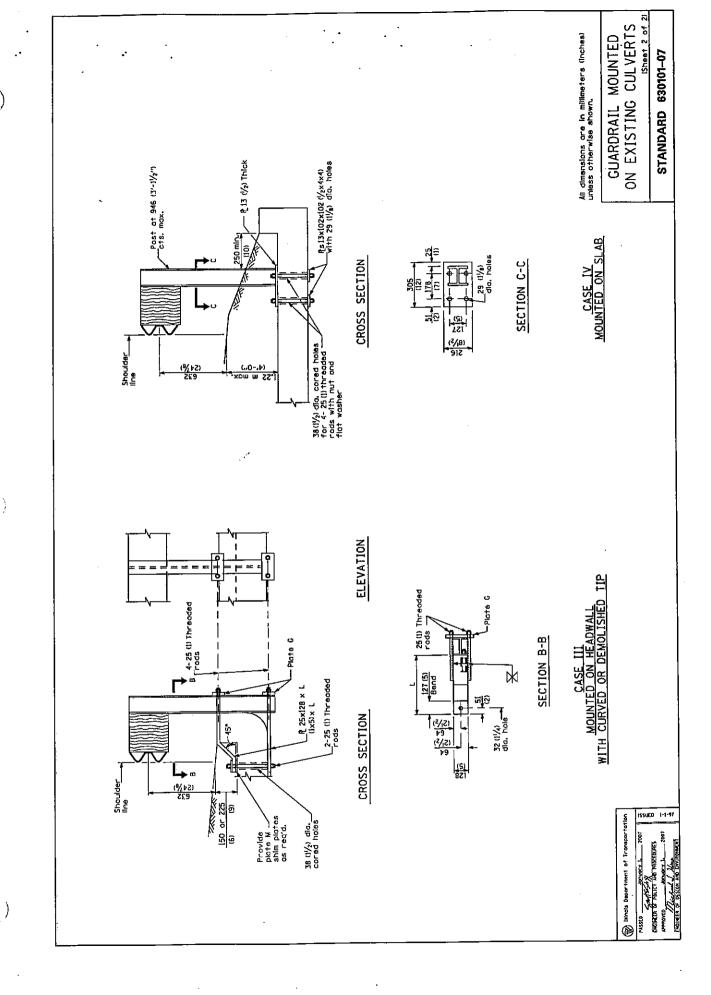


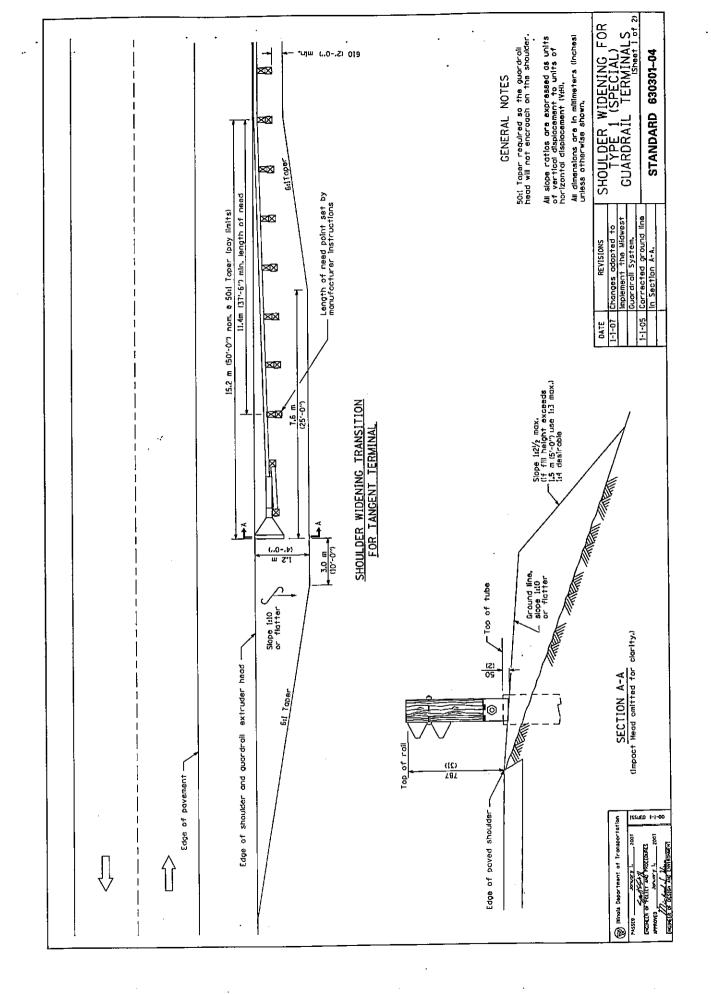


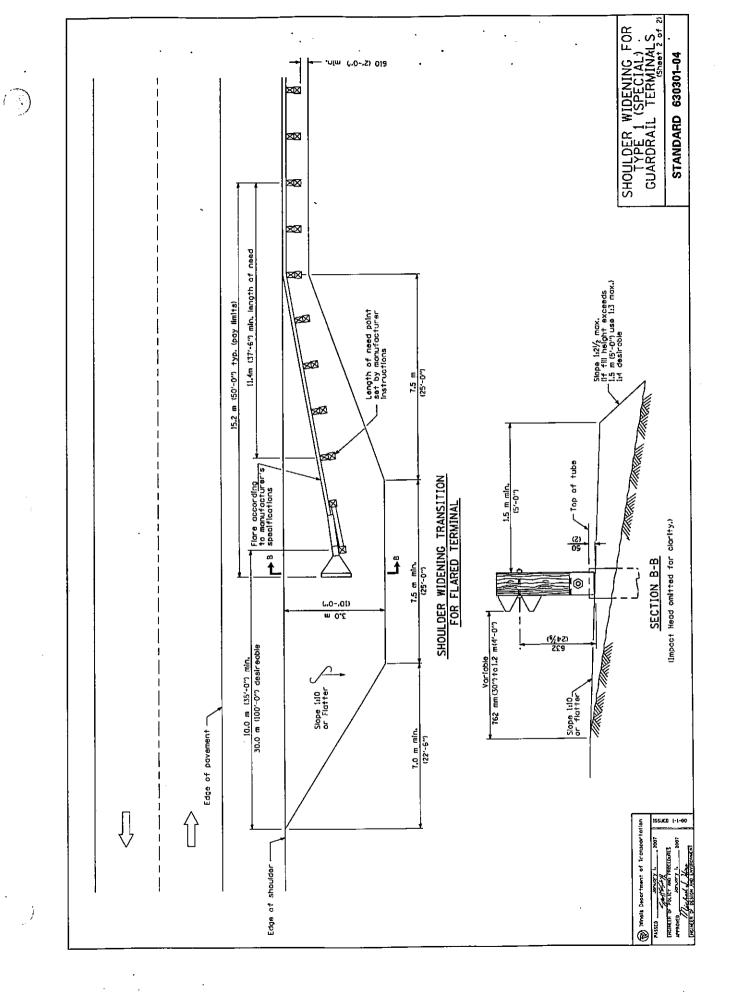


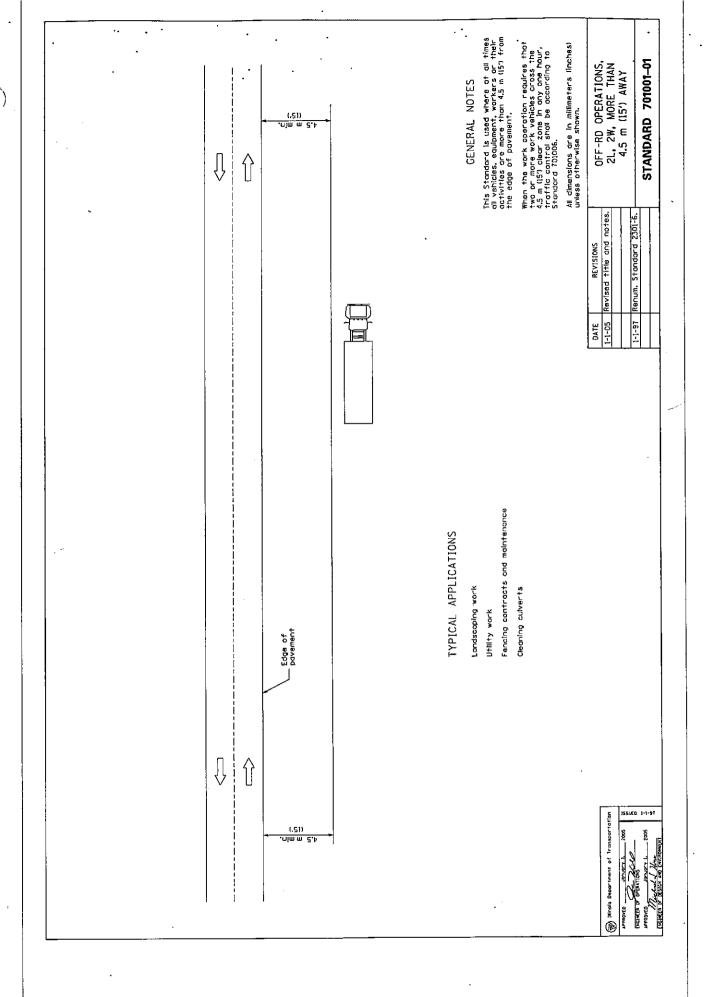


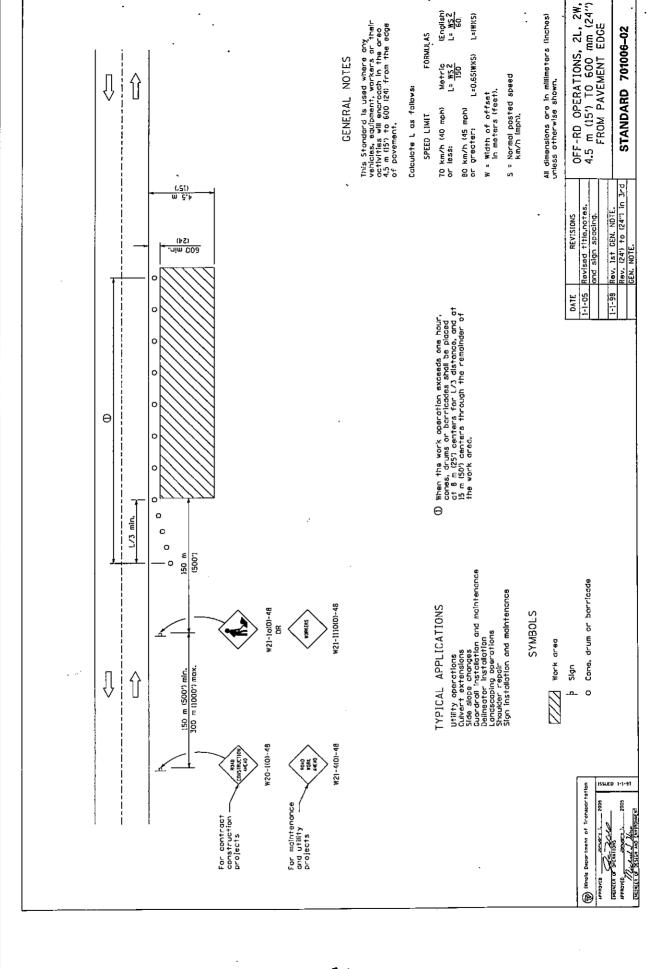


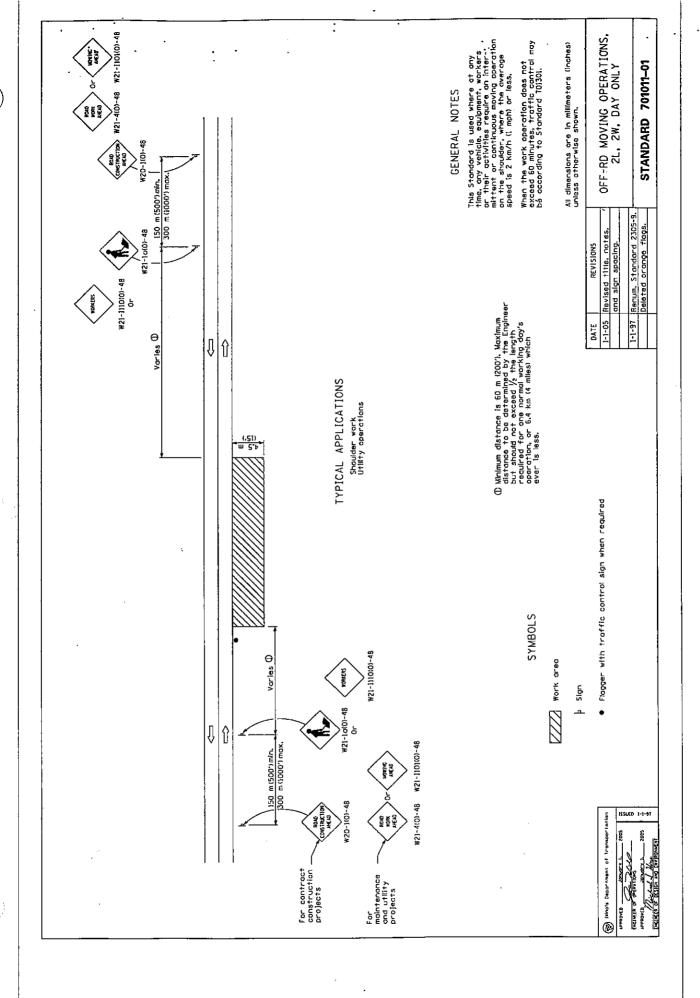


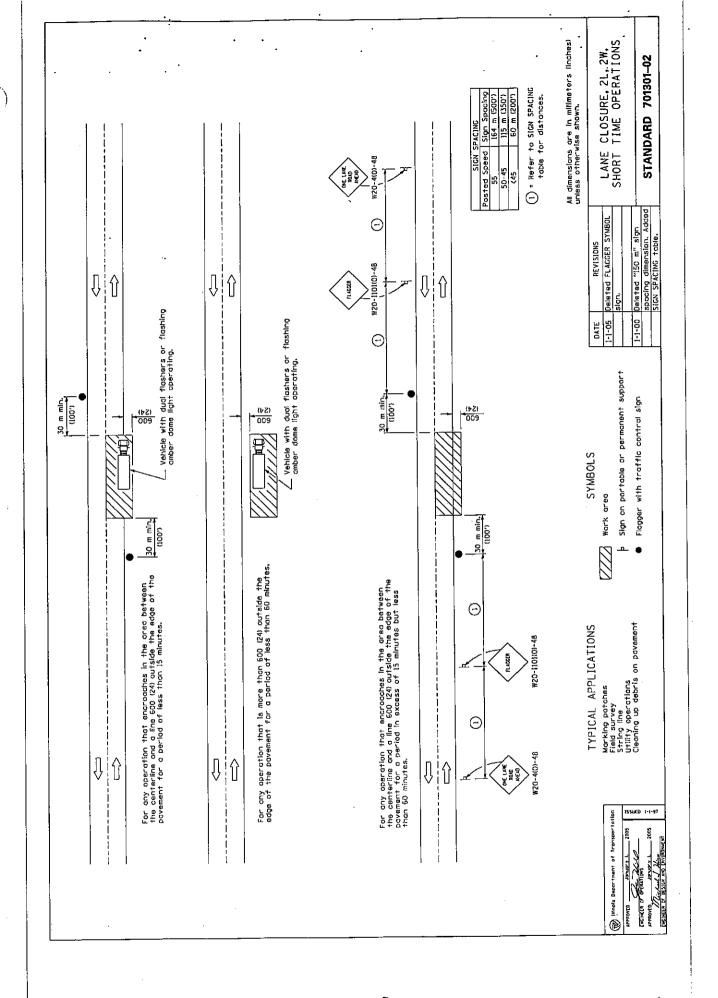


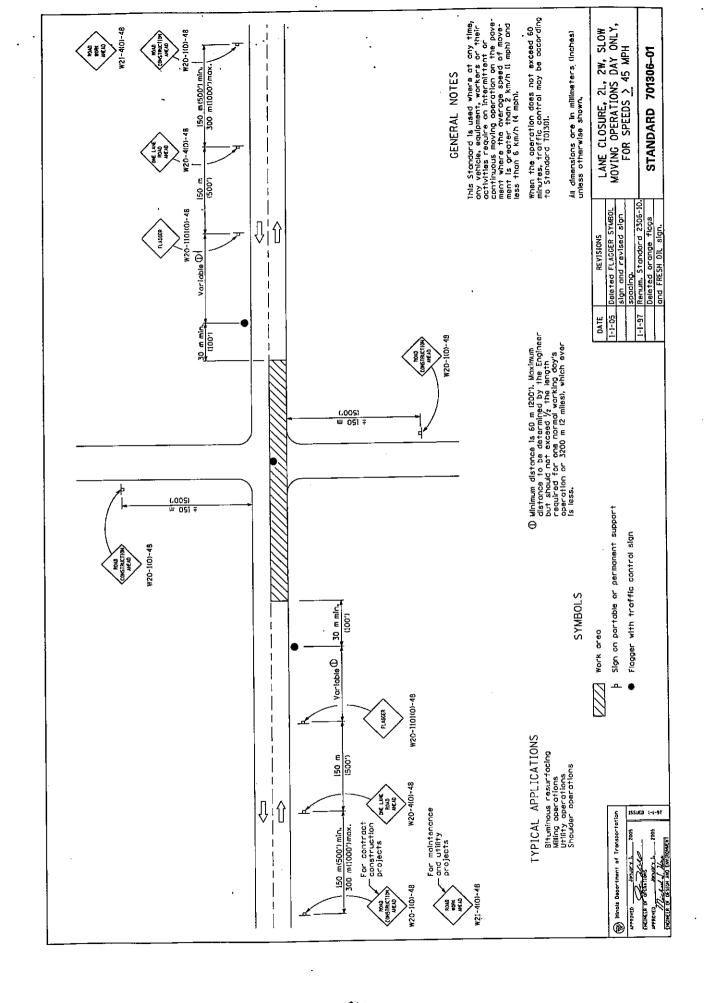


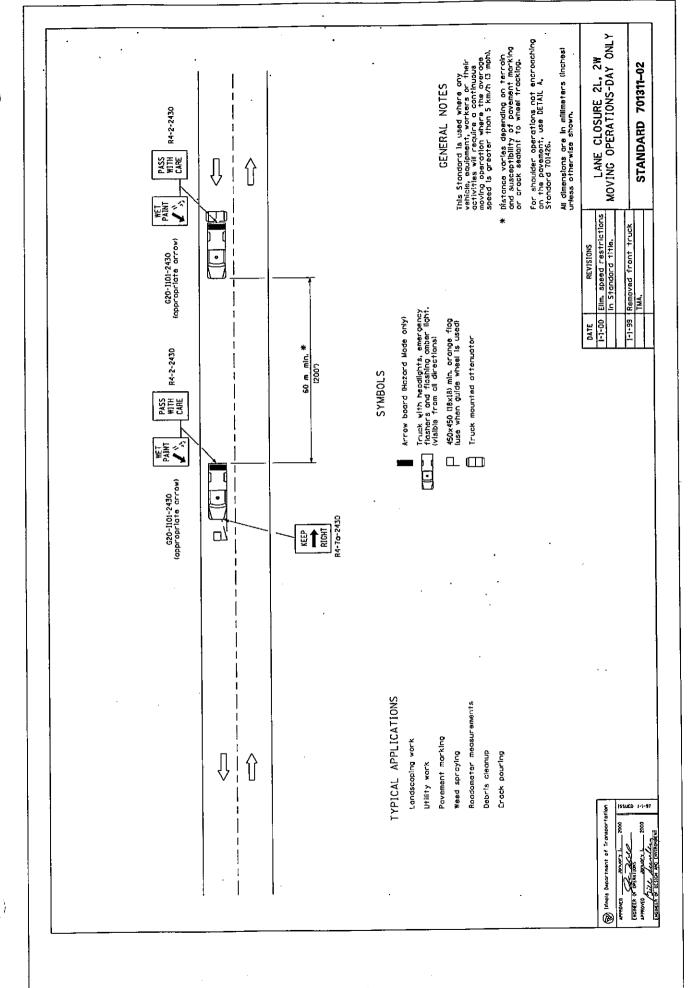


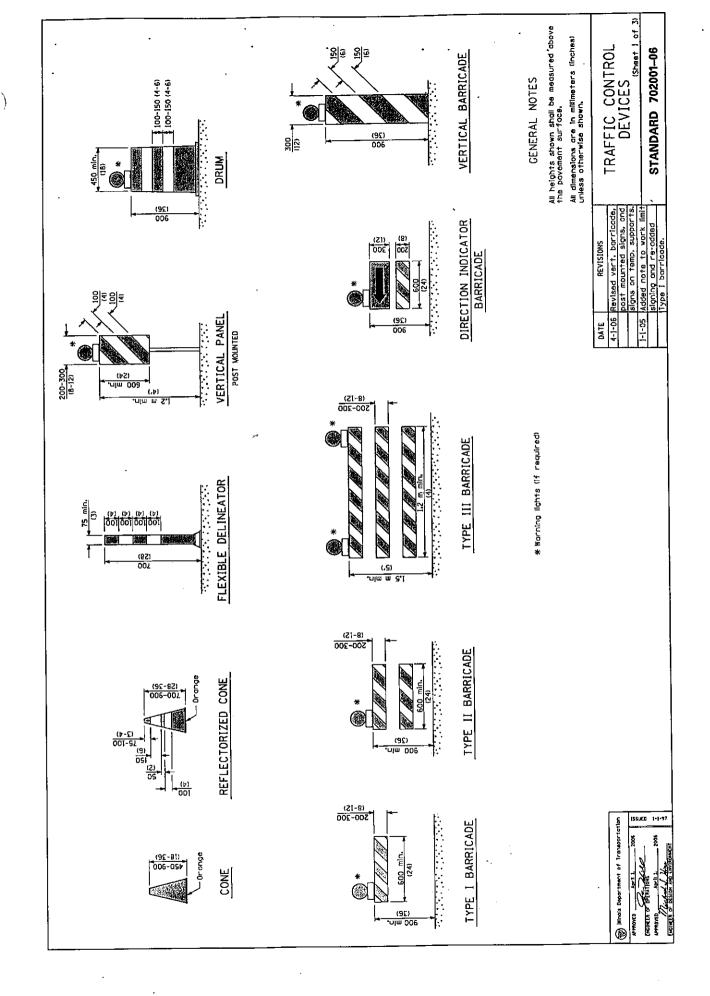


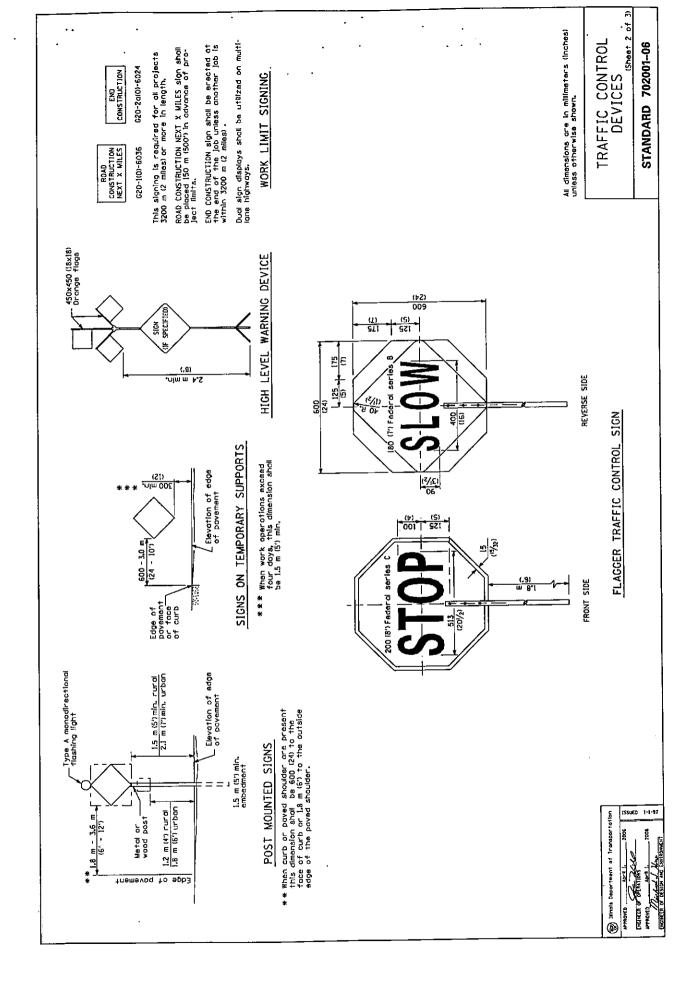


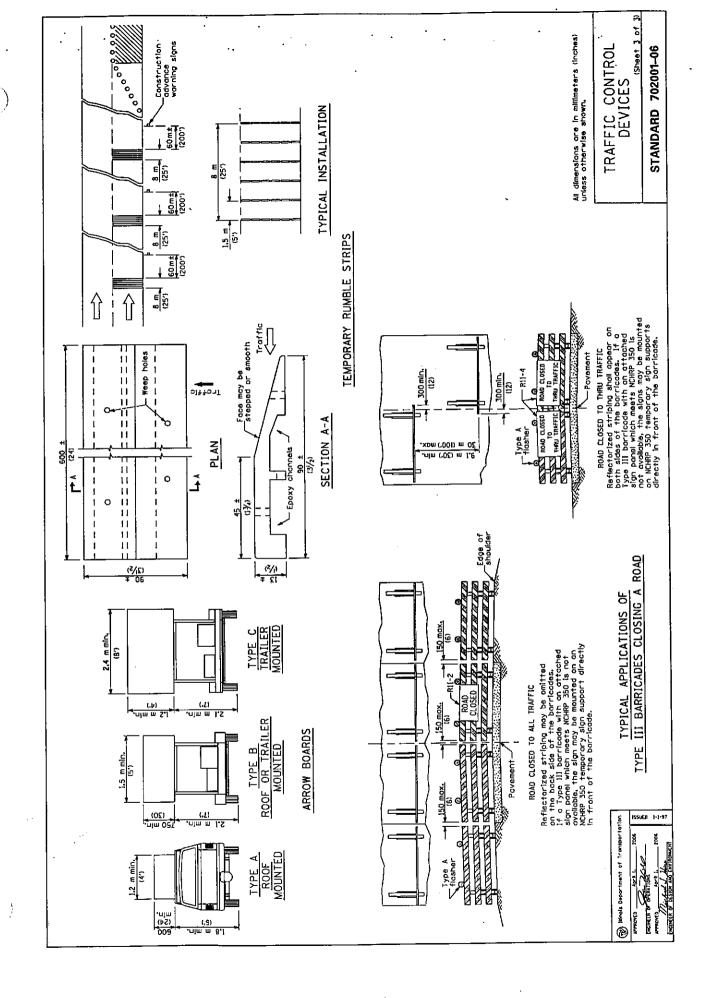


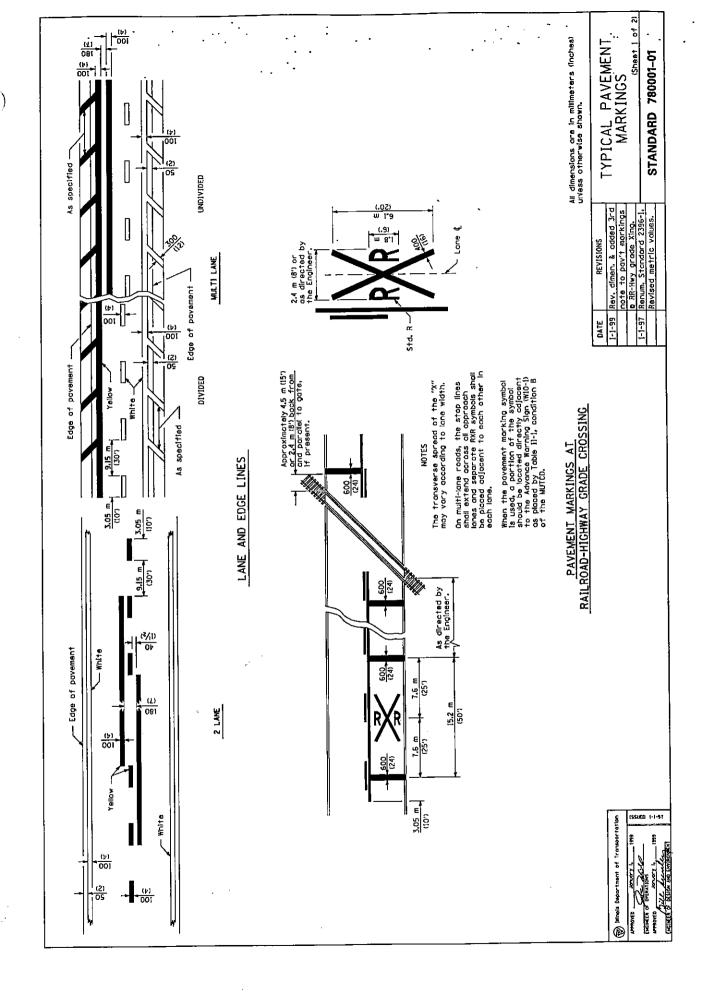


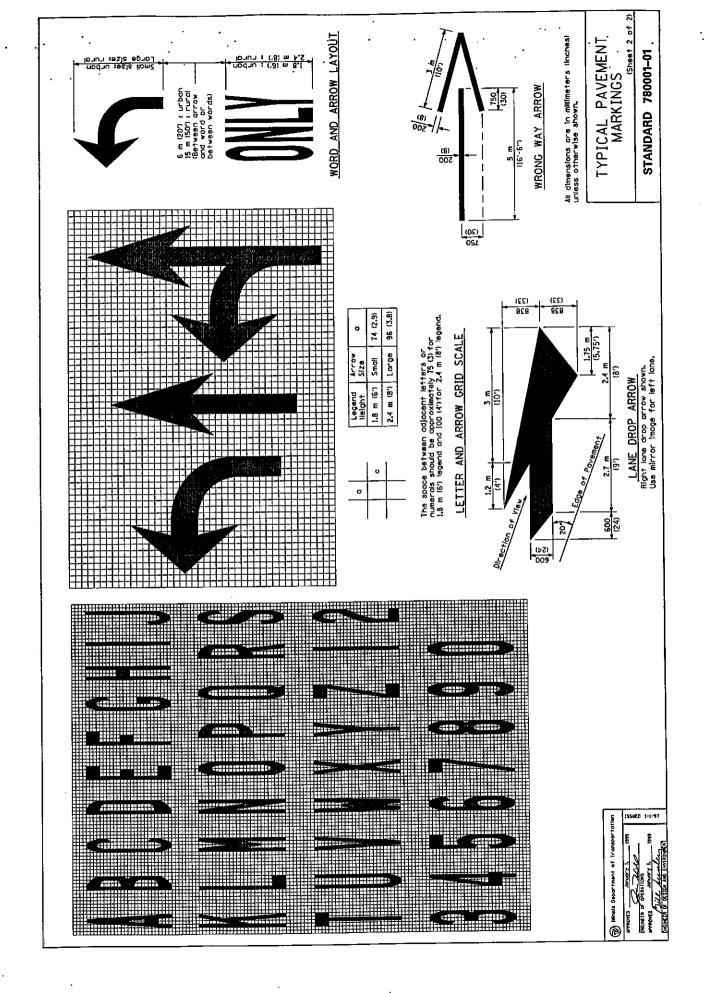


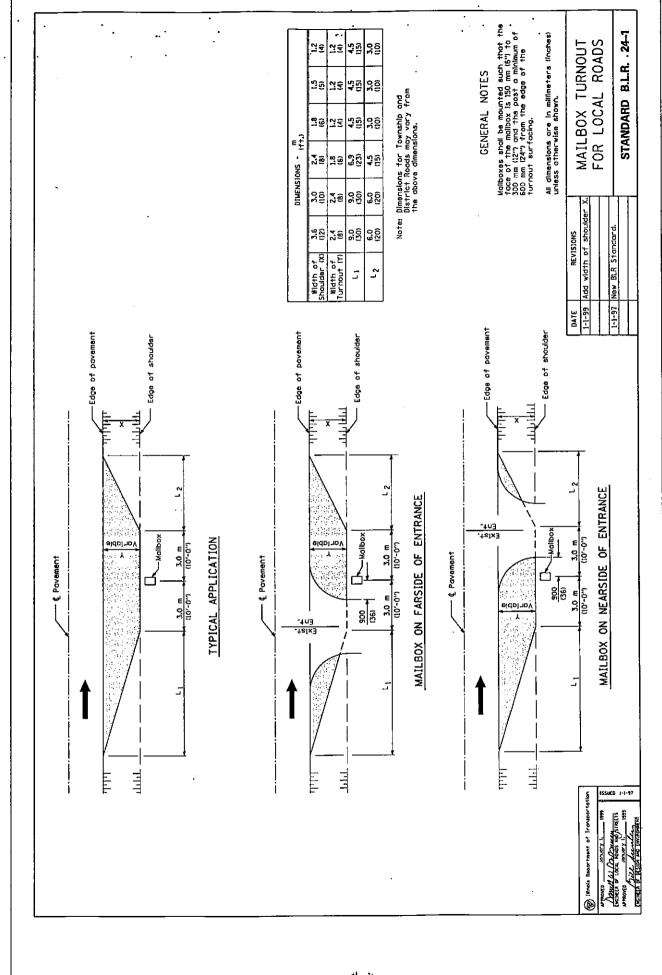












# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### **ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

#### I. GENERAL

- 1. These contract provisions shall apply to all word 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.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4 and 7; Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 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 and 41 CFR 60 (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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) 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 FFO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO 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

Page 1

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 minority group employees.
- 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 minority groups 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 employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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

paid within each classification to deter

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 his 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 his avenues of appeal.

## 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
- 8. 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.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
  - The number 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;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

## **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

## IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry:
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost 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.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

## a. Apprentices:

- (1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

- (1) 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 DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

## 5. 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.

## 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's 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 SHA contracting officer 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.

## 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

- 2. Payrolls and Payroll Records:
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
  - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such 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 the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 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 he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
  - 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

- 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 SHA 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. 333).
- 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. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

## NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 participant shall submit an 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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 primary participant further agrees by submitting this proposal that it will include the clause titled

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"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-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;
  - c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tie 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 dealing.
- Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 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 participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

## **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <a href="http://www.dot.il.gov/desenv/subsc.html">http://www.dot.il.gov/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.