#### 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 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 "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 an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization 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 bidders check IDOT's website at <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 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 Timothy.Garman@illinois.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

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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Proposal Submitted By	
Name	
Address	
City	

### Letting April 23, 2010

#### 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. 64F41 LEE County Section 113RS-4 District 2 Construction Funds Route FAP 573

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

Plans Included Herein

Prepared by

S

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 "Authorization to Bid or Not for Bid" form, 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 Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, 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.

#### 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



Route FAP 573

**District 2 Construction Funds** 

TO THE DEPARTMENT OF TRANSPORTATION

**PROPOSAL** 

1. Proposal of	
Taxpayer Identification Number (Mandatory)  for the improvement identified and advertised for bids in the Invitation for Bids as:	a
Contract No. 64F41 LEE County Section 113RS-4	

Pavement patching and HMA resurface on US Rte. 30 from 0.2 mile west of IL Rte. 26 to US Rte. 52 southeast of Dixon.

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:

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

Bank cashier's checks or properly certified checks accompanying 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 of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

#### Attach Cashier's Check or Certified Check Here

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

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

Section No.

County

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

-3-

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 C	ents

- 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.

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64F41

State Job # - C-92-076-10 PPS NBR - 2-14200-0000

County Name - LEE- -

Code - 103 - - District - 2 - -

Section Number - 113RS-4

Project Number	Route
	FAP 573

ltem Number	Pay Item Description	Unit of Measure	Quantity	Х	Unit Price	=	Total Price
A2006514	T-QUERCUS BICOL 1-3/4	EACH	5.000				
B2004514	T-MALUS R J TF 1-3/4	EACH	6.000				
X0322729	MATL TRANSFER DEVICE	TON	8,315.000				
Z0040315	PILOT CAR	DAY	5.000				
20100110	TREE REMOV 6-15	UNIT	14.000				
20100210	TREE REMOV OVER 15	UNIT	281.000				
28100107	STONE RIPRAP CL A4	SQ YD	16.000				
28200200	FILTER FABRIC	SQ YD	16.000				
40600200	BIT MATLS PR CT	TON	65.000				
40600300	AGG PR CT	TON	165.000				
40600535	LEV BIND HM N70	TON	110.000				
40600635	LEV BIND MM N70	TON	6,166.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600982	HMA SURF REM BUTT JT	SQ YD	295.000				
40600990	TEMPORARY RAMP	SQ YD	175.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64F41

State Job # - C-92-076-10 PPS NBR - 2-14200-0000

LEE- -

Code - 103 - - District - 2 - -

County Name -

Section Number - 113RS-4

Project Number	Route
	FAP 573

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
40601005	HMA REPL OVER PATCH	TON	942.000				DATE OF THE STREET OF THE STRE
40603085	HMA BC IL-19.0 N70	TON	145.000				
40603310	HMA SC "C" N50	TON	144.000				
40603340	HMA SC "D" N70	TON	9,181.000				
40800050	INCIDENTAL HMA SURF	TON	685.000				
44000158	HMA SURF REM 2 1/4	SQ YD	13,333.000				
44000165	HMA SURF REM 4	SQ YD	645.000				
44000198	HMA SURF REM VAR DP	SQ YD	206.000				
44002232	HMA RM OV PATCH 8	SQ YD	2,086.000				
48102100	AGG WEDGE SHLD TYPE B	TON	12,062.000				
66700305	PERM SURV MKRS T2	EACH	7.000				
67000400	ENGR FIELD OFFICE A	CAL MO	4.000				
67100100	MOBILIZATION	L SUM	1.000				
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64F41

State Job # - C-92-076-10

PPS NBR - 2-14200-0000 County Name - LEE- -

County Name - LEE- Code - 103 - District - 2 - -

Section Number - 113RS-4

Project Number	Route
	FAP 573

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300100	SHORT-TERM PAVT MKING	FOOT	10,778.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	1,778.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	328.000				
78000200	THPL PVT MK LINE 4	FOOT	13,447.000				
78000500	THPL PVT MK LINE 8	FOOT	1,078.000				
78000600	THPL PVT MK LINE 12	FOOT	1,459.000				
78000650	THPL PVT MK LINE 24	FOOT	195.000				
78001110	PAINT PVT MK LINE 4	FOOT	147,861.000				
78100100	RAISED REFL PAVT MKR	EACH	648.000				
78300200	RAISED REF PVT MK REM	EACH	130.000				

CONTRACT NUMBER	64F41	
THIS IS THE TOTAL BID		\$

#### NOTES:

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

## 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

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 Delinguency.

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.

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.

#### L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

#### M. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:
// Company has no business operations in Iran to disclose.
// Company has business operations in Iran as disclosed the attached document.

#### N. Political Contributions and Registration with the State Board of Elections

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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

#### 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. Disclosure Form Instructions

#### 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 check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

#### **CERTIFICATION STATEMENT**

I have determined that the Form A disclosure information previously submitted accurate, and all forms are hereby incorporated by reference in this bid. Any ne forms or amendments to previously submitted forms are attached to this bid.	
(Bidding Company)	_
Signature of Authorized 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 \$106,447.20? YES NO
3.	Does anyone in your organization receive more than \$106,447.20 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 \$106,447.20? 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.)
the biddi authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ng 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 do 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 antity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be ad, checked, and dated or the bidder may be 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 x on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency pattached	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 rending 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 nent Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Affi agency p	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 lending 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. Idicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms nce.
	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)
(30 ILCS 500). Vendors desiring to ent and potential conflict of interest informa the publicly available contract file. Thi	er into a contract with the Station as specified in this Discles Form A must be complete company may submit a	the Section 50-35 of the Illinois Procurement Cotate of Illinois must disclose the financial informationsure Form. This information shall become parted for bids in excess of \$10,000, and for all op 10K disclosure (or equivalent if applicable) osure Form Instructions.
DISC	CLOSURE OF FINANCIAL	L INFORMATION
FOR INDIVIDUAL (type or print info		erequirements)
ADDRESS		
Type of ownership/distributable	income share:	
stock sole propriet % or \$ value of ownership/distribu	·	ship other: (explain on separate sheet):
		r "No" to indicate which, if any, of the following ny question is "Yes", please attach additional pag
(a) State employment, currently of	or in the previous 3 years, inc	cluding contractual employment of services.  Yes No
If your answer is yes, please a	answer each of the following	
Are you currently an o Highway Authority?	officer or employee of either the	the Capitol Development Board or the Illinois Tol YesNo
		any agency of the State of Illinois? If you are y of the State of Illinois, and your annual salary

agency for which you are employed and your annual salary. \_\_\_\_

exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State

3.	If you are currently appointed to or employed by any agency of the salary exceeds \$106,447.20, (60% of the Governor's salary as of (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of the salary of the Governor	7/1/07) are you entitled to receive m, partnership, association or
4.	If you are currently appointed to or employed by any agency of the salary exceeds \$106,447.20, (60% of the Governor's salary as of or minor children entitled to receive (i) more than 15 % in the aggincome of your firm, partnership, association or corporation, or (ii) the salary of the Governor?	7/1/07) are you and your spouse gregate of the total distributable
•	byment of spouse, father, mother, son, or daughter, including contractions 2 years.	actual employment services
If your answ	ver is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employed Board or the Illinois Toll Highway Authority?	ee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employed Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary excell Governor's salary as of 7/1/07) provide the name of your spouse of the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for which he/she is employed and his/her annual salary excell for the State agency for the State a	ppointed to or employed by any eds \$106,447.20, (60 % of the and/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to of State of Illinois, and his/her annual salary exceeds \$106,447.20, (6 as of 7/1/07) are you entitled to receive (i) more then 71/2% of the firm, partnership, association or corporation, or (ii) an amount Governor?	60% of the salary of the Governor total distributable income of your
4.	If your spouse or any minor children are currently appointed to or State of Illinois, and his/her annual salary exceeds \$106,447.20, (67/1/07) are you and your spouse or minor children entitled to re aggregate of the total distributable income of your firm, partnershi (ii) an amount in excess of 2 times the salary of the Governor?	0% of the Governor's salary as of ceive (i) more than 15 % in the
		YesNo
unit of	e status; the holding of elective office of the State of Illinois, the gov local government authorized by the Constitution of the State of Illino currently or in the previous 3 years.	
	onship to anyone holding elective office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
Americ of the	ntive office; the holding of any appointive government office of the Sta, or any unit of local government authorized by the Constitution of State of Illinois, which office entitles the holder to compensation in echarge of that office currently or in the previous 3 years.	the State of Illinois or the statutes
	nship to anyone holding appointive office currently or in the previous daughter.	s 2 years; spouse, father, mother, YesNo
(g) Emplo	yment, currently or in the previous 3 years, as or by any registered leaves	obbyist of the State government. YesNo

(h)	Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  YesNo
(i)	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  Yes No
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
	Yes No
	APPLICABLE STATEMENT
Th	is Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.
С	completed by:
	Signature of Individual or Authorized Representative Date
	NOT APPLICABLE STATEMENT
	ave determined that no individuals associated with this organization meet the criteria that would quire the completion of this Form A.
Th	is Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.
	Signature of Authorized Representative Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information 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). This information shall become papids in excess of \$10,000, and for all open-er	art of the publicly available contract	
DISCLOSURE OF OTHER CO	NTRACTS AND PROCUREMENT	RELATED INFORMATION
1. Identifying Other Contracts & Procure pending contracts (including leases), bids, pullinois agency: Yes No If "No" is checked, the bidder only needs to	proposals, or other ongoing procure	ement relationship with any other State of
2. If "Yes" is checked. Identify each such descriptive information such as bid or project FORM INSTRUCTIONS:		
THE FOLLO	DWING STATEMENT MUST BE C	HECKED
	Signature of Authorized Representative	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. 64F41
LEE County
Section 113RS-4
Route FAP 573
District 2 Construction Funds

PART I. IDENTIFIC	CATION								DIST	ict 2	Cons	truction	Funas	5			
Dept. Human Right	Dept. Human Rights # Duration								f Proje	ect: _							
Name of Bidder: _	ame of Bidder:																
PART II. WORKE A. The undersigned which this contract we projection including a	d bidder ha	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	h the b	idder re	cruits	employe	ees, and her	eby subn be alloca	nits the foll ated to this TABLE	owir con B	ng workfo tract:	rce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ct					(	CURRENT TO BE			S
				MINO	ORITY I	EMPLO	YEES			TR	AINEES			TO CO	TNC	RACT	
JOB CATEGORIES		TAL OYEES	BLA	ACK	HISP		*OTI		APPI TIC	REN-	ON T	HE JOB INEES		OTAL LOYEES		MINORITY EMPLOYEES	
	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																	
		BLE C		, ,					7	ſ		FOR D	FPARTI	MENT US	F C	NI Y	
EMPLOYEES	TOTAL Tr	aining Pro TAL	ojectio	n for C	ontract		*^	THER	-			TORB		VIEIVI 00	,	), <b>1</b> _ 1	
IN	_	OYEES	BL A	ACK	HISP	ANIC	_	NOR.									
TRAINING	M	F	M	F	М	F	M	F	1								
APPRENTICES									1								
ON THE JOB TRAINEES																	

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

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

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

Contract No. 64F41 **LEE County** Section 113RS-4 Route FAP 573 **District 2 Construction Funds** 

#### PART II. WORKFORCE PROJECTION - continued

B.		ded in "Total Employees" under Table A is the total number of the undersigned bidder is awarded this contract.	of <b>new hires</b> that would be employed in the						
	The u	undersigned bidder projects that: (number)	new hires would be						
	recruit	ited from the area in which the contract project is located; an	d/or (number)						
		new hires would be recruit	ted from the area in which the bidder's principal						
	office	e or base of operation is located.							
C.	C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.								
	The u	undersigned bidder estimates that (number)	persons will						
	be dire	rectly employed by the prime contractor and that (number)	persons will be						
	emplo	oyed by subcontractors.	·						
PART	III. AFF	FIRMATIVE ACTION PLAN							
A.	utiliza in any comm (geare utiliza	undersigned bidder understands and agrees that in the event ation projection included under <b>PART II</b> is determined to be a y job category, and in the event that the undersigned bidder in mencement of work, develop and submit a written Affirmative red to the completion stages of the contract) whereby deficient ation are corrected. Such Affirmative Action Plan will be subject the property of the property of the subject and the property of the subject and the property of the property of the subject and the property of the	in underutilization of minority persons or women is awarded this contract, he/she will, prior to Action Plan including a specific timetable ncies in minority and/or female employee						
B.	submi	undersigned bidder understands and agrees that the minority nitted herein, and the goals and timetable included under an A part of the contract specifications.							
Comp	any	Te	lephone Number						
Addre									
7 (dd) 0									
		NOTICE REGARDING SIGNA	ATURE						
		dder's signature on the Proposal Signature Sheet will constitute the to be completed if revisions are required.	e signing of this form. The following signature block						
	Signatu	ure: Title:	Date:						
Instruct	ions:	All tables must include subcontractor personnel in addition to prime contra	actor personnel.						
Table A	ι -	Include both the number of employees that would be hired to perform (Table B) that will be allocated to contract work, and include all apprentic should include all employees including all minorities, apprentices and on-	ces and on-the-job trainees. The "Total Employees" column						
Table B	3 -	Include all employees currently employed that will be allocated to the corcurrently employed.	ntract work including any apprentices and on-the-job trainees						
Table C	<b>)</b> -	Indicate the racial breakdown of the total apprentices and on-the-job train	ees shown in Table A.						
			RC-1256 (Rev. 12/11/07)						

Contract No. 64F41 LEE County Section 113RS-4 Route FAP 573 District 2 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	
(IF A CO-PARTNERSHIP)		
(11 /1 00 1 / 11 (11 12 13 14 14 14 14 14 14 14 14 14 14 14 14 14	Buomicoo / tudicoo	
		Name and Address of All Members of the Firm:
_		
_		
	Corporate Name	
	2,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)		
(IF A JOINT VENTURE, USE THIS SECTION	Attest	Signature
FOR THE MANAGING PARTY AND THE		·
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	Signature of Authorized Representative
		3
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	dditional signature sheet.

#### **Return with Bid**



### Division of Highways Proposal Bid Bond

Item No.

(Effective November 1, 1992)

			Letting Date
KNOW ALL MEN BY THESE PRESENTS,	That We		
as PRINCIPAL, and			
			as SURETY, are
specified in Article 102.09 of the "Standard	Specifications for Ro	ad and Bridge Constru	um of 5 percent of the total bid price, or for the amount ction" in effect on the date of invitation for bids, whichever ayment of which we bind ourselves, our heirs, executors,
	Department of Trans		ne PRINCIPAL has submitted a bid proposal to the rovement designated by the Transportation Bulletin Item
and as specified in the bidding and contra after award by the Department, the PRIN including evidence of the required insura performance of such contract and for the failure of the PRINCIPAL to make the requ to the Department the difference not to ex	ct documents, submit CIPAL shall enter into nce coverages and p prompt payment of la ired DBE submission of acceed the penalty here another party to perfo	a DBE Utilization Plan a contract in accordar roviding such bond as abor and material furni or to enter into such cor tof between the amoun	CIPAL; and if the PRINCIPAL shall, within the time that is accepted and approved by the Department; and if, nee with the terms of the bidding and contract documents a specified with good and sufficient surety for the faithful shed in the prosecution thereof; or if, in the event of the intract and to give the specified bond, the PRINCIPAL pays at specified in the bid proposal and such larger amount for by said bid proposal, then this obligation shall be null and
paragraph, then Surety shall pay the pena	sum to the Department spartment may bring a	nt within fifteen (15) day	with any requirement as set forth in the preceding ys of written demand therefor. If Surety does not make full amount owed. Surety is liable to the Department for all its whole or in part.
In TESTIMONY WHEREOF, the sai	d PRINCIPAL and the	said SURETY have car	used this instrument to be signed by
their respective officers this	day of		A.D., .
PRINCIPAL		SURETY	,
(Company Name)		<del></del>	(Company Name)
Ву		By:	
(Signature & Tit	le)		(Signature of Attorney-in-Fact)
	Notary Certifi	ication for Principal and	l Surety
STATE OF ILLINOIS,			
County of			
I,		ຸ a Notary Pເ	ublic in and for said County, do hereby certify that
0	( (	and and	NINOIDAL A CURETY
		signing on behalf of PR	
	y in person and ackno		cribed to the foregoing instrument on behalf of PRINCIPAL that they signed and delivered said instrument as their free
Given under my hand and notarial s	eal this	day of	A.D
My commission expires			
			Notary Public
	ure and Title line below	w, the Principal is ensu	file an Electronic Bid Bond. By signing the proposal and uring the identified electronic bid bond has been executed ons of the bid bond as shown above.
Floatronia Rid Road ID#	Company / Didd.	ulama.	Cignoting and Title
Electronic Bid Bond ID#	Company / Bidder N	varne	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. 64F41 LEE County Section 113RS-4 Route FAP 573 District 2 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., April 23, 2010. 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. 64F41 LEE County Section 113RS-4 Route FAP 573 District 2 Construction Funds

Pavement patching and HMA resurface on US Rte. 30 from 0.2 mile west of IL Rte. 26 to US Rte. 52 southeast of Dixon.

- 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

Gary Hannig, Secretary

### INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2010

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

**ERRATA** Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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#### STATE OF ILLINOIS

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 invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 573 (US 30), Section 113RS-4, Lee County, Contract 64F41, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

US 30 from 200 feet west of IL 26 to US 52.

#### **DESCRIPTION OF PROJECT**

Partial depth pavement patching, EOP repairs, and hot-mix asphalt resurfacing, placement of aggregate wedge shoulder, Type B.

#### TRAFFIC CONTROL PLAN

Effective January 14, 1999

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701006 701011 701201 701301 701306 701311 701901

Details:

**DISTRICT STANDARD 91.2** 

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

"UNEVEN LANES" W8-11(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer on roadways where the posted speed limit is greater than 40 mph.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Devices:

A minimum of 3 drums spaced at 1.2 meters (4 feet) shall be placed at each return when the sideroad is open.

Flaggers:

Flagger at Sideroads and Commercial Entrances:

Effective: April 9, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a sideroad or commercial entrance shall be closed to traffic. A flagger will be required at each sideroad and any commercial entrance deemed necessary by the Engineer remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" with the following exception: The ANSII Class 2 vest will not be supplied by the Department.

In addition to the flaggers shown on applicable standards, on major sideroads listed below, flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be IL 26 and Corregidor Road.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

#### Pavement Marking:

Temporary pavement markings shall not be included in the cost of the standard rather it shall be paid for separately at the contract unit prices of specified temporary pavement marking items.

Highway Standards Application.

Additional barricades, flagger signs, Yield or Stop signs and flaggers shall be required at the intersections. Barricade spacing shall be at 4.5 m (15-foot) centers within these intersections and

Yield or Stop signs shall be used to control traffic.

No passing zone not striped next 6.6 miles shall be required.

When work is within 60 m (200 feet) of an intersection, flagger signs and flaggers shall be required on the sideroad at the discretion of the Engineer.

These additional devices shall be paid for as part of Traffic Control and Protection 701306 and not as an addition to the contract.

<u>Pilot Car</u>: During the bituminous priming operation, the Contractor shall be required to provide a pilot car to lead the traffic through the areas primed.

The pilot car shall be a pickup truck, carrying the Contractor's company insignia, equipped with "PILOT CAR - FOLLOW ME" (G-20-4(0)) signs. Two signs shall be mounted on the vehicle so as to be clearly visible from both directions. The bottom of the sign shall be mounted at least 300 mm (one foot) above the top of the cab. The pilot car shall be equipped with a two-way radio so normal communication with the flagger at each end of the work area can be maintained.

The pilot car shall be paid for by the day. If the pilot car is used less than four hours, the operation will be counted as a half day.

This work will be paid for at the contract unit price Per Day for PILOT CAR for each car required by the Engineer.

<u>Maintenance of Traffic</u>: The traffic shall be maintained using Traffic Control and Protection Standard 701306.

The mainline shall be kept open to one-way traffic at all times during working hours and two-way traffic during non-working hours.

The Contractor shall have all lanes open on weekends unless prior approval is obtained from the Resident Engineer.

The sawing of patches, milling, resurfacing and placing of shoulder aggregate shall be completed using Traffic Control and Protection Standard 701306.

The pavement patch removal and replacement shall be completed using Traffic Control and Protection Standard 701201.

Placing and removing pavement marking shall be completed using Traffic Control and Protection Standard 701306 or 701311.

#### **ENGINEER'S FIELD OFFICE TYPE A**

Effective: June 1, 2009

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.

- (h) Two electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Two separate telephone lines, one to be set up for the exclusive use of the State supplied fax machine.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One telephone, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (I) Cellular phone with a minimum of 500 anytime calling minutes per month for use by the site resident engineer/technician.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

#### HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

Effective February 10, 1995

This work shall consist of removing, by roto milling, with a machine and automatic grade control, according to Article 440.03 of the Standard Specifications, the necessary existing bituminous material from the existing surface at locations indicated in the plans. The purpose of grinding is to maintain the flow in the Type A Gutter locations. The Contractor shall mill from 0" at edge of pavement to 1½" at the gutter flag as shown in the plans. The millings shall be disposed of by the Contractor.

This work will be paid for at the contract unit price per Square Meter (Square Yard) for HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH).

#### **MATERIAL TRANSFER DEVICE (BDE)**

Effective Date: June 15, 1999 Revised Date: January 1, 2009

<u>Description</u>. This work shall consist of placing HMA Surface Course, Mix D, N70 Mixtures according to Section 406 of the Standard Specifications, except that these materials shall be placed using a material transfer device.

<u>Materials and Equipment</u>. The material transfer device shall have a minimum surge capacity of 15 tons (13.5 metric tons), shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage. Material Transfer devices having paver style hoppers shall have a horizontal bar restraint placed across the foldable wings which prevents the wings from being folded.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons (12.7 metric tons).
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper insert.

#### CONSTRUCTION REQUIREMENTS

<u>General</u>. The material transfer device shall be used for the placement of HMA Surface Course, Mix D, N70 placed with a paver on US 30, but excluding shoulders and turn lanes. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

Use of a material transfer device with a roadway contact pressure exceeding 20 psi (138 kPa) will be limited to partially completed segments of full-depth HMA pavement where the thickness of binder in place is 10 in. (250 mm) or greater.

<u>Structures</u>. The material transfer device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of HMA material prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

Method of Measurement. This work will be measured for payment in tons (metric tons) for HMA Surface Course, Mix D, N70 materials placed with a material transfer device.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per ton (metric ton) for MATERIAL TRANSFER DEVICE.

The various HMA mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

## APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE)

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

#### **AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)**

Effective: January 1, 2008

<u>Description</u>. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

<u>Equipment</u>. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be  $24 \times 24$  in.  $(600 \times 600 \text{ mm})$  having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

(a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.

(b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be  $24 \times 30$  in.  $(600 \times 750 \text{ mm})$  with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

<u>Flagging Requirements</u>. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

#### CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

#### **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

<u>Idling Restrictions</u>. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors.

The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000 Revised: January 1, 2010

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. 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 8.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work.

A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery.

The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. 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.

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

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owneroperator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials 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.

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

- (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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.

- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) 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. 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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises 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.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request.

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

- (i) 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.
- (j) 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.

#### **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

#### **HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)**

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

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

Effective: January 1, 2010

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

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

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

- "Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.
- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

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

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

#### **HOT-MIX ASPHALT – DROP-OFFS (BDE)**

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

#### **HOT-MIX ASPHALT - FINE AGGREGATE (BDE)**

Effective: April 1, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

"FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (Metric)					
Grad No.	Sieve Size and Percent Passing				
	9.5 mm	4.75 mm	2.36 mm	1.18 mm	75 µm
FA 22	100	6/	6/	8±8	2±2

6/ For the fine aggregate gradation FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval."

Revise Article 1003.03(a) of the Standard Specifications to read:

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

Revise Article 1003.03(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

#### **HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)**

Effective: April 1, 2008 Revised: January 1, 2010

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests  High ESAL Mixture  Low ESAL Mixture	Frequency of Tests  All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation	1 washed ignition oven test on the mix per half day of production	1 washed ignition oven test on the mix	Illinois Procedure
% passing sieves: 1/2 in. (12.5 mm),	Note 4.	per day of production	
No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)		Note 4.	
Note 1.			
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.			
VMA	Day's production ≥ 1200 tons:	N/A	Illinois Modified AASHTO R 35
Note 3.	1 per half day of production		78 (611) 6 11 (60
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
of Gyratory Sample	Day's production < 1200 tons:		
	1 per half day of production for		
	first 2 days and 1 per day thereafter (first sample of the day)		
	Day's production ≥ 1200 tons:		
Maximum Specific Gravity of Mixture	1 per half day of production	1 per day	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu\text{m})$  sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

#### HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."

#### **HOT-MIX ASPHALT – TRANSPORTATION (BDE)**

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

# **LIQUIDATED DAMAGES (BDE)** Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time				
Original Cor	tract Amount	Daily Charges		
From More Than	To and Including	Calendar Day	Work Day	
\$ 0	\$ 100,000	\$ 375	\$ 500	
100,000	500,000	625	875	
500,000	1,000,000	1,025	1,425	
1,000,000	3,000,000	1,125	1,550	
3,000,000	5,000,000	1,425	1,950	
5,000,000	10,000,000	1,700	2,350	
10,000,000	And over	3,325	4,650"	

## Illinois Department of Transportation PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Project Name (hereinafter, the "Project").

#### **ARTICLE 1 - INTENT AND PURPOSES**

- 1.1. This PLA is entered into in furtherance of Illinois Executive Order No. 2003-13. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.
- 1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.
- 1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The Parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

- 1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.

1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

#### ARTICLE II - APPLICABILITY, RECOGNITION, AND COMMITMENTS

- 2.1 The term Construction Work as used herein shall include all "construction, prosecution, completion, or repair" work performed by a "laborer or mechanic" at the "site of the work" for the purpose of "building" the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable work force, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.
- 2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

- 2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.
- 2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, union activity, age, or gender as required by all applicable federal, state, and local laws.
- 2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.

#### **ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30 day period and estimated numbers of employees by craft required for the next 30 day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.
- 3.4 Not later than the earlier of (a) five business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a "Permanent Arbitrator") for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Thomas F. Gibbons, Thomas G. Pagan, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate.

A single Permanent Arbitrator shall be selected from the slate of three on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

#### **ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.

- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

#### ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

- 5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.
- 5.2 Grievances shall be settled according to the following procedure:
  - 5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the job-site.
  - 5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the job-site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.
  - 5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.

- 5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.
- 5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

#### **ARTICLE VI - JURISDICTIONAL DISPUTES**

- 6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.
- 6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:
  - (a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
  - (b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.
  - (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator, however the cost of the "long form" written decision will be the responsibility of the party making the request.

#### Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
- If any party to the jurisdictional disputes does not fully comply with the steps and time limits with each step, then the party in non-compliance will lose by "automatic default".
- Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
- All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (d) In rendering his decision, the Arbitrator shall determine:
  - (1) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
  - (2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;
  - (3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wagers or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.
  - (4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

(5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

- (6) Agreements of record are applicable only to the party's signatory to such agreements. Decisions of record are applicable to all trades.
- (7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.
- 6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.
- 6.4 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.
- 6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

#### ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.
- 7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:
  - 7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
  - 7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
  - 7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.

- 7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.8 Any rights created by statue or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- 7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### <u>ARTICLE VIII – MISCELLANEOUS</u>

- 8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.

- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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### **Execution Page**

Illinois Department of Transportation	
Christine M. Reed, P.E., Director of Highways	
<b>3 3</b>	
Ann Schneider, Director Finance & Administratio	n
Ellen Schanzle-Haskins, Chief Counsel	
Gary Hannig, Secretary	(Date)
Illinois AFL-CIO Statewide Project Labor Ag unions listed below:	reement Committee, representing the local
	(Date)
List Union Locals:	

# \*\* RETURN WITH BID \*\*

Exhibit A – Contractor Letter of Assent
(Date)
To All Parties:
In accordance with the terms and conditions of the contract for Construction Work on this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.
It is the understanding and intent of the undersigned party that this Project Laboragement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is no otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and imits its participation in such collective bargaining agreement to its work on the Project.
(Authorized Company Officer)
(Company)

## \*\* RETURN WITH BID \*\*

## MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009 Revised: January 1, 2010

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) Total number of employees.
- b) The total hours worked.
- c) Total payroll.

The report shall be completed by the Contractor. The Contractor shall also report for each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than five business days after the end of each month.

The report shall be submitted electronically by accessing the Department's website (http://www.dot.il.gov/stimulus/index.html).

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

# NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A					
Deficiency Deduction	n Gravity A	djustment F	actors		
Types of Violations	Soil Dist	urbed an	d Not P	ermanently	
	Stabilized	At Time of	Violation		
	< 5	5 - 10	>10 - 25	> 25	
	Acres	Acres	Acres	Acres	
Failure to Install or Properly	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5	
Maintain BMP					
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5	
Intrusion into Protected Resource 1.0 - 5 1.0 - 5 2.0 - 10 2.0 -				2.0 - 10	
Failure to properly manage	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5	
Chemicals, Concrete Washouts or					
Residuals, Litter or other Wastes					
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5	
Maintenance, Fueling or Cleaning					
Failure to Provide or Update	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5	
Written or Graphic Plans Required					
by SWPPP					
Failure to comply with Other	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"	
Provisions of the NPDES Permit					

# **PAVEMENT PATCHING (BDE)**

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

## 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.

## PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

# RAISED REFLECTIVE PAVEMENT MARKERS (BDE)

Effective: November 1, 2009 Revised: April 1, 2010

Revise the first sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

"The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades."

# RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: January 1, 2010

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) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass one sieve size larger than the maximum sieve size specified for the mix the RAP will be used in.
- (b) 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.

- (c) Conglomerate. Conglomerate 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 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag 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/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

**1031.03 Testing.** When used in HMA, the RAP/FRAP 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/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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.

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable  $G_{mm}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D"  Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	$\pm$ 0.4 % $^{1/}$	± 0.5 %
G <sub>mm</sub>	± 0.03	

1/ The tolerance for FRAP shall be  $\pm$  0.3 %.

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/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

# 1031.04 Quality Designation of Aggregate in RAP/FRAP.

- (a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) 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.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) The aggregate quality of FRAP shall be determined as follows.

Fractionated stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

**1031.05** Use of RAP/FRAP in HMA. The use of RAP/FRAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP/FRAP 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/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

#### Max RAP Percentage

HMA Mixtures 1/, 3/	Max	kimum % 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

- 1/ For HMA shoulder and stabilized subbase (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.
- 3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135 °C) the grades shall be reduced as follows:

# Overlays:

When WMA contains between 20 and 30 percent RAP the high temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

### Full Depth:

When WMA contains between 20 and 30 percent RAP, the low temperature shall be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more RAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

HMA Mixtures 1/, 2/	Maxi	imum % FRAP	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

- 1/ For HMA shoulder and stabilized subbase (HMA) N30, the amount of FRAP shall not exceed 50 percent of the mixture.
- 2/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275°°F (135°C) the grades shall be reduced as follows:

#### Overlays:

When WMA contains between 20 and 30 percent FRAP the high temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-22). When WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

#### Full Depth:

When WMA contains between 20 and 30 percent FRAP, the low temperature shall be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG64-28). When the WMA contains 30 percent or more FRAP the high and low temperature grades shall each be reduced by one grade (i.e. 35 percent FRAP 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/FRAP material meeting the above detailed requirements.

RAP/FRAP designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

**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, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

HMA plants utilizing RAP/FRAP shall be capable of automatically recording and printing the following information.

- (a) Dryer Drum Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

- (4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
- (b) Batch Plants.
  - (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - (4) Mineral filler weight to the nearest pound (kilogram).
  - (5) RAP/FRAP weight to the nearest pound (kilogram).
  - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
  - (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.08 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 "Non-Quality" and "FRAP". 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."

#### REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

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

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material					
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange	
0.2	-4	365	160	150	
0.2	+30	175	80	70	
0.5	-4	245	100	95	
0.5	+30	100	50	40"	

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

## 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.

# THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO<sub>2</sub>). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance .....75 percent min.\*Yellow: Daylight Reflectance .....45 percent min.

\*Shall meet the coordinates of the following color tolerance chart.

x 0.490 0.475 0.485 0.530 v 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

# **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within <u>45</u> working days.

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

Effective: November 2, 2006 Revised: April 1, 2009

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

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

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

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

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

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

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

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 24.99) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V}$ .

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

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

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

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

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

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

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

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

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

# **RETURN WITH BID**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:			_	
Company Name:				
Contractor's Option	<u>n</u> :			
Is your company opt	ing to include th	nis spec	cial provision as part of the cor	ntract?
Yes		No		
Signature:			Date	<b>)</b> :

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

Effective: April 1, 2009 Revised: July 1, 2009

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

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

# (a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.
- (b) Fuel Usage Factors.

English Units Category A - Earthwork B - Subbase and Aggregate Base courses C - HMA Bases, Pavements and Shoulders D - PCC Bases, Pavements and Shoulders E - Structures	Factor 0.34 0.62 1.05 2.53 8.00	Units gal / cu yd gal / ton gal / ton gal / cu yd gal / \$1000
Metric Units Category A - Earthwork B - Subbase and Aggregate Base courses C - HMA Bases, Pavements and Shoulders D - PCC Bases, Pavements and Shoulders E - Structures	Factor 1.68 2.58 4.37 12.52 30.28	Units liters / cu m liters / metric ton liters / metric ton liters / cu m liters / \$1000

# (c) Quantity Conversion Factors.

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

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

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

Where: CA = Cost Adjustment, \$

FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)

FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

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

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

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

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

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

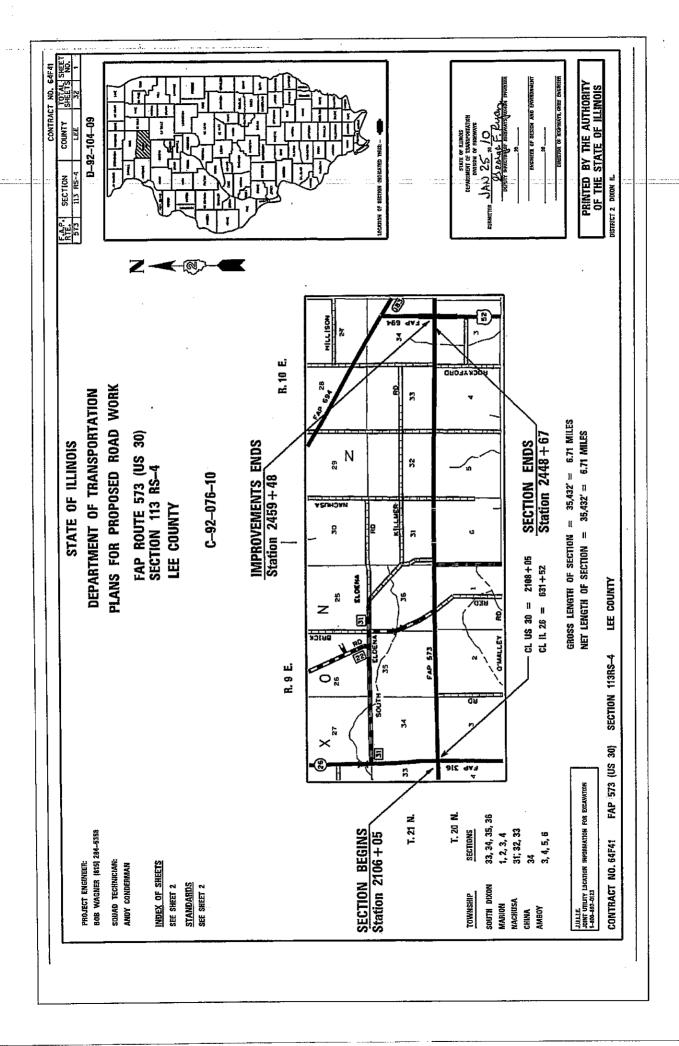
# Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR FUEL COST ADJUSTMENT

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

Contract No.:			
Company Name:			
Contractor's Option:			
Is your company opting to include this special provis following categories of work?	ion as pai	rt of the contract plans	for the
Category A Earthwork.	Yes		
Category B Subbases and Aggregate Base Courses	Yes		
Category C HMA Bases, Pavements and Shoulders	Yes		
Category D PCC Bases, Pavements and Shoulders	Yes		
Category E Structures	Yes		
Signature:		Date:	



# **INDEX OF SHEETS AND STATE STANDARDS**

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16-19	SCHEDULE OF QUANTITIES	
20	PARTAIL DEPTH PATCHING SCHEDULE	
21	EDGE OF PAVEMENT REPAIR SCHEDULE	•
22-23	US 20/  L-26 BITUMINOUS SCHEDULE	
24	SIDE ROADS BITUMINOUS SCHEDULE	
25	ENTRANCE BITUMINOUS SCHEDULE	•
26	PAVEMENT PATCHING FOR HMA SURFACED PAVEMENT (DIST STD 32.4)	
27	TREE REPLACEMENT SCHEDULE (DIST STD 90.4)	
28	HMA APPROACHES AND MAILBOXES RETURNS FOR 2 LIFT (3P) RESURFACING PROJECTS (DIST S	TD <b>47.2)</b>
29	WITNESS MARKER & PERMANENT SURVEY MARKERS, TYPE II (DIST STD 66.2)	
30	ROUGH GROOVED SURFACE SIGN (DIST STD 91.2)	
31(a,b,c)	TYPICAL PAVEMENT MARKING (DIST STD 41.1)	
32	DETAILS OF PLANTING AND BRACING TREES (DIST STD 92.1)	

# **STATE STANDARDS**

) 1 M   F 3 1 /	ANDARDO
442201-03	CLASS C&D PATCHES
482011-03	HMA SHLD STRIPS(SHLDS) W RESURFACING OR WIDEN & RESURFACING PROJECTS
701006-03	OFF RD OP - 2L 2W- 15FT TO EOP - 45MPH+
701011-02	OFF ROAD MOVING OPERATION 2L, 2W DAY ONLY
701.201-03	LANE CLOSURE 2L2W - DAY ONLY
701301-03	LANE CLOSURE 2L2W-SHORT TIME OPERATIONS
701306-02	LANE CLOSURE 2L2W-SLOW MOVEING OP DSY ONLY45MPH+
701311-03	LANE CLOSURE 2L2W-MOVING OPERATIONS DAY ONLY
701901-01	TRAFFIC CONTROL DEVICES
720011-01	METAL POSTS FOR SIGNS MARKERS & DELINEATORS
728001-01	TELESCOPING STEEL SIGN SUPPORT
729001-01	APPLICATION OF TYPES A&B POSTS
780001-02	TYPICAL PAVEMENT MARKINGS
781001-03	TYPICAL APPLICATIONS RAISED REFLECTIVE PAVEMENT MARKERS

## **GENERAL NOTES**

All Borrow/Waste/Use sites must be approved by the Department prior to removing any material from the project or initiating any earthmoving activities, including temporary stockpiling outside the limits of construction.

The Contractor shall seed all disturbed areas within the project limits. Seeding Class 4 or 2A shall be used, except in front of properties where the grass will be mowed, then use Seeding, Class 1. Class 2A shall be used on front slopes and ditch bottoms. Class 4 shall be used behind Type A gutter, on all backslopes and areas behind the backslope, and beyond the toe of front slope on fill sections without ditches. This work will be included in the contract unit price for INCIDENTAL HMA SURFACING.

Fertilizer shall be applied to all disturbed areas and incorporated into the seedbed prior to seeding at the rate specified in Sections 250 and 252 of the Standard Specifications. This work shall be included in the cost of INCIDENTAL HMA SURFACING.

When laying out for patching, the minimum distance between new patches (saw cut to saw cut) shall be 4.6 m (15 feet). When patch spacing is less than 4.6 m (15 feet), the pavement between patches shall also be removed and replaced.

The existing hot-mix asphalt on private and commercial entrances shall be bladed off or milled and disposed of outside the project limits. This could be the entire entrance or tapered at the end depending on if the mainline is resurfaced or milled and resurfaced. The cost of the blading, milling, rolling, and disposal is included in the contract unit price for INCIDENTAL HOT-MIX ASPHALT SURFACING.

The drop off that occurs at entrance edges as a result of resurfacing of the entrance shall be corrected using aggregate shoulder material. This work shall be paid for by the TON for Aggregate Wedge Shoulder, Type B.

The following Mixture Requirements are applicable for this project:

Mixture Uses(s):	HMA Surface	HMA Level	Partial Depth	HMA Binder	HMA
1		Binder	Patch	CRS	Surface
PG:	PG 64-22	PG 64-22	PG 64-22	PG 64-22	PG 64-22
Design Air Voids	4.0 @ N70	4.0 @ N70	4.0 @ N70	4.0 @ N70	3.0 @ N50_
Mixture Composition	IL 9.5 or 12.5	IL 9.5	IL 19.0	IL 19.0	IL 9.5 or
(Gradation Mixture)					12.5
Friction Aggregate	D	N/A	N/A	N/A	С
20 Year ESAL	3.5	3.5			0.3
Mix Unit Weight	112 lb/SY/iN				

The Contractor will be required to furnish 140 mm (5 1/2") high brass stencils as approved by the Engineer and install stationing at 250' intervals. Stationing shall be placed on both lanes of 2-lane highways and on the outside lanes in both directions on 4-lane highways. The stations shall be placed 150 mm (6") inside the pavement marking edge so they can be read from the shoulder. This work will be included in the cost of the final pavement surface.

The area to be primed shall be limited to that which can be covered with HMA the same day, unless otherwise permitted by the Engineer.

To help avoid excess drop offs at the edge of pavement, the existing aggregate wedge or shoulder is to be pulled up and rolled to match the edge of pavement before placing any bituminous material. All costs associated with pulling up the shoulders shall be considered included in the contract unit price per TON for HOT-MIX ASPHALT SURFACE COURSE of the type specified.

If, during the grinding or resurfacing operations, the existing mailboxes become a hindrance, the Contractor shall be required to carefully remove and reinstall the mailboxes as directed by the Engineer. This work shall be included in the contract unit price for the INCIDENTAL HOT-MIX ASPHALT SURFACING.

Pavement Marking shall be done according to Standard 780001, except as follows:

1. All words, such as ONLY, shall be 2.4 m (8 feet) high.

2. All non-freeway arrows shall be the large size.

3. The distance between yellow no-passing lines shall be 200 mm (8"), not 180 mm (7") as shown in the detail of Typical Lane and Edge Lines.

PERMANENT SURVEY MARKERS, TYPE II, shall be set at intervals of 1.6 Km (1 mile) or as directed by the Engineer. Bridge or culvert projects shall have one survey marker placed near the structure. Estimated: 7 Each.

Permanent Survey Markers, Type II shall be cast-in-place as shown on District Standard 66.2. The bottom of the marker shall be 5'-0" below the ground surface.

The Contractor shall submit to the Engineer a description of location, elevation, and coordinates for each permanent survey marker. The horizontal and vertical coordinates must be derived by GPS and the elevation derived by a closed level circuit. Data for existing control points can be obtained by contacting Mike Blumhoff, IDOT Chief of Surveys, at 815/284-5977.

Tree planting layout shall be performed by the District Landscape Architect. Mulch shall be placed 4" thick and to the diameter around the tree as shown on District Standard 92.1. The mulch shall be hardwood wood chips placed on weed barrier fabric. This work shall be included in the cost of the tree.

Work on this project will be in progress at the same time as work on US 30 from IL 52 to IL 251. Work on these projects shall be scheduled to keep interference between all the projects to a minimum. The contractors shall inform each other of progress of the projects and give fair warning to the other contractors when a problem might be encountered.

The Contractor shall be responsible for protecting utility property during construction operations as outlined in Article 107.31 of the Standard Specifications. A minimum of 48 hours advance notice is required for non-emergency work. The JULIE number is 800-892-0123. The following listed utilities located within the project limits or immediately adjacent to the project construction limits are members of JULIE:

Gallatin River/CenturyTel Verizon Magellan Midstream Partners

Norlight Telecommunications City of Amboy

Adesta Communications LLC

Commonwealth Edison Co.

NICOR Gas Co.

Comcast

MCI World Com

Lightcore

No full depth pavement patching shall be required under the HMA Partial Depth Patches.

Resurfacing stationing 1170' west of centerline of US 30/US 52 intersection. End stationing 200' west of centerline of IL 26/US 30 intersection.

# SUMMARY OF QUANTITIES

FAP 573 (US 30) Section 113 RS-4 Lee County Contract #64F41 Sheet 6 of 32

[000 100%

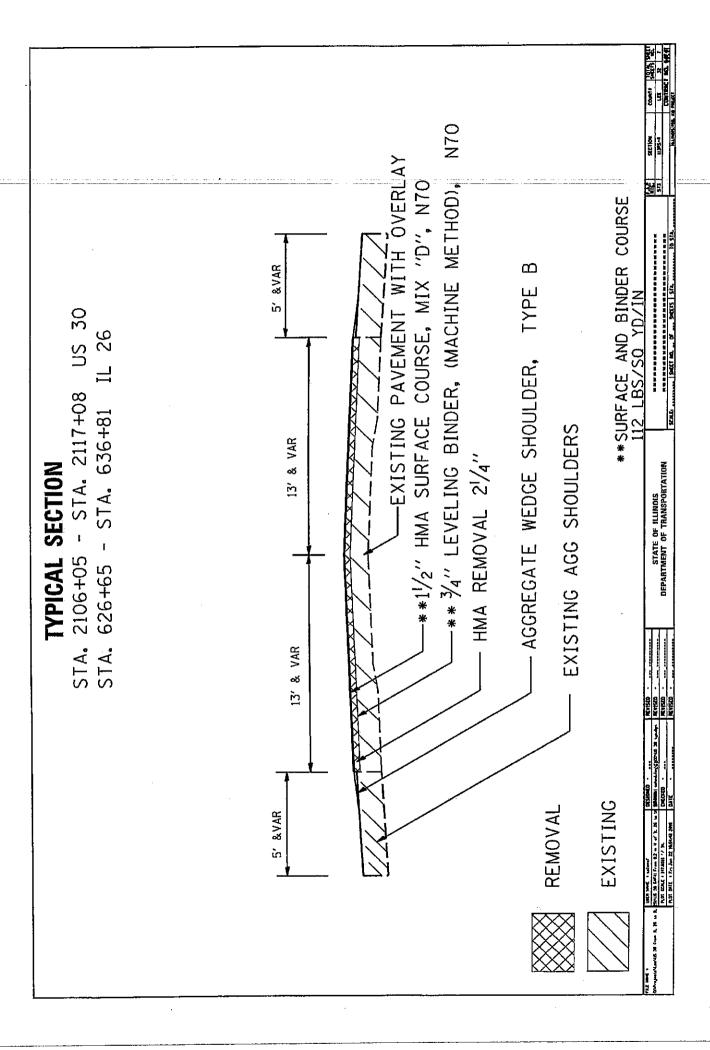
				100%
Γ	CODE NO.	,	UNIT	STATE TOTAL
ŀ				QUANTITY
-	20100110	TREE REMOVAL (6 TO 15 UNITS) DIAMETER	UNIT: _	14
F	20100210	TREE REMOVAL (OVER 15 UNITS) DIAMETER	UNIT	281
-	28100107	STONE RIPRAP, CLASS A4	SQ YD	16
ļ	28200200	FILTER FABRIC	SQ YD	16
	40600200	BITUMINOUS MATERIALS (PRIME COAT)	TON	65
-	40600300	AGGREGATE(PRIME COAT)	TON	165
ļ	40600535	LEVELING BINDER (HAND METHOD), N70	TON	110
-	40600635	LEVEL BINDER (MACHINE METHOD), N70	TON	6166
ļ	40600895	CONSTRUCTING TEST STRIP	EACH	1
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	SQ YD	295
	40600990	TEMPORARY RAMP	SQ YD	175
ŀ	40601005	HOT-MIX ASPHALT REPLACEMENT OVER PATCHES	TON _	942
-	40603085	HOT -MIX ASPHALT BINDER COURSE, IL-19.0, N 70	TON	145
F	406D3310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	144
ŀ	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	9181
ŀ		INCIDENTAL HOT- MIX ASPHALT SURFACING	TON	685
ŀ		HOT-MIX ASPHALT SURFACE REMOVAL 2 1/4"	SQ YD	13333
ļ		HOT-MIX ASPHALT SURFACE REMOVAL4"	SQYD	645
ŀ		HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQYD	206
-			SQ YD	2086
ŀ		HOT-MIX ASPHALT REMOVAL OVER PATCHES,8"	TON	12062
		AGGREGATE WEDGE SHOULDER, TYPE B		7
		PERMANENT SURVEY MARKERS, TYPE II	EACH	
ŀ		ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	4
ŀ		MOBILIZATION	L SUM	1.
		TRAFFIC CONTROL AND PROTECTION, STANDARD 701201	LSUM	1
Ì	70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	_ L SUM _	1
	70300100	SHORT-TERM PAVEMENT MARKING	FOOT	10778
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	1778
•	78000100	THERMOPLASTIC PAVEMENT MARKING-LETTERS SYMBOLS	SQFT	328
٠,	78000200	THERMOPLASTIC PAVEMENT MARKING-LINE 4"	FOOT	13447
٠	78000500	THERMOPLASTIC PAVEMENT MARKING-LINE 8"	FOOT	1078
	780D0500	THERMOPLASTIC PAVEMENT MARKING-LINE 12"	FOOT	1459
•	78000650	THERMOPLASTIC PAVEMENT MARKING-LINE 24"	FOOT	195
•	78001110	PAINT PAVEMENT MARKING - LINE 4 "	FOOT	147861
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	648
:	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	130
*	A2006514	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK),1-3/4" CALIPER, BALLED AND BURLAPPED	EACH	5
¥		TREE, MALUS RED JEWEL (RED JEWEL CRABAPPLE),1-3/4" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	6
		MATERIAL TRANSFER DEVICE	TON	8315
			DAY	5
	Z0040315	PILOT CAR	DAY	. 5

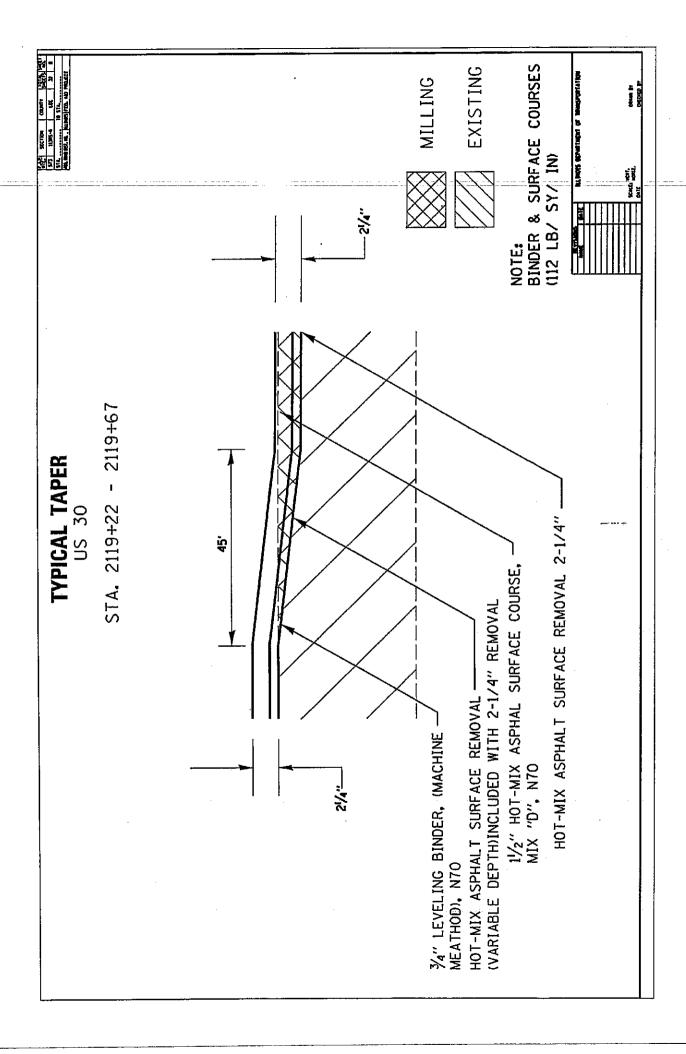
# N70 \*\*11/2" HMA SURFACE COURSE, MIX "D", NTO -\*\* 34" LEVELING BINDER, (MACHINE METHOD), ပ် AGGREGATE WEDGE SHOULDER, TYPE B 13, **IYPICAL SECTION** EXISTING AGG SHOULDERS 30 **€** US 2117+08 2117+08 2299+32 ે

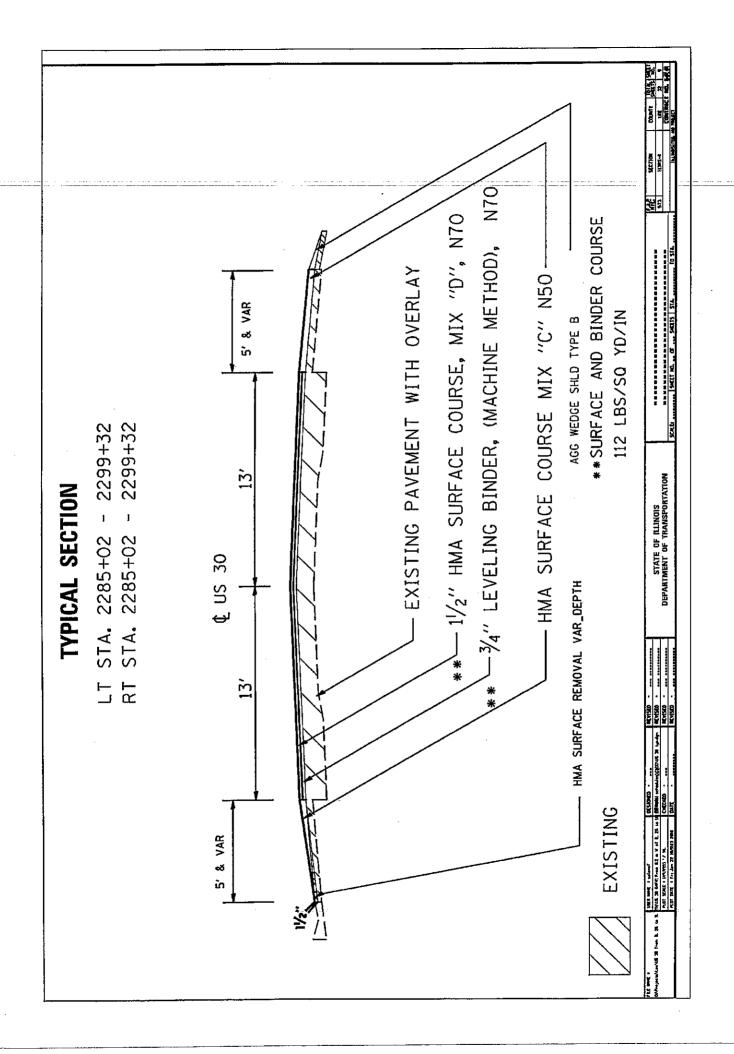
\*\*SURFACE AND BINDER COURSE 112 LBS/SQ YD/IN

EXISTING

STATE OF ILLINGIS DEPARTMENT OF TRANSPORTATION



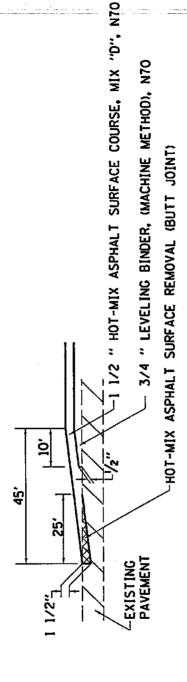




# SURFACE COURSE 112 LBS/ SQ YD/ IN LEVEL BINDER 112 LBS/ SQ YD/ IN 3/4 " LEVELING BINDER, (MACHINE METHOD), N70 -1-1/2" -- 1-1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 1-1/2" TO 2-1/4" HMA SURFACE COURSE MIX "C", N50 -2-1/4" FROM 0" AT EOP TO 1-1/2" AT GUTTER -HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH) 5'&VAR VARIABLE DEPTH GRINDING 13, STA, 2288+96 - 2299+32 RT STA, 2285+02 - 2299+32 LT STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION TYPICAL SECTION € US 30 **US** 30 13 5' &VAR 2-1/4" 1-1/2... EXISTING REMOVAL

TYPICAL SECTION
BUTT JOINT
TYPICAL TAPER
US 30

STA, 2448+67 - 2449+12

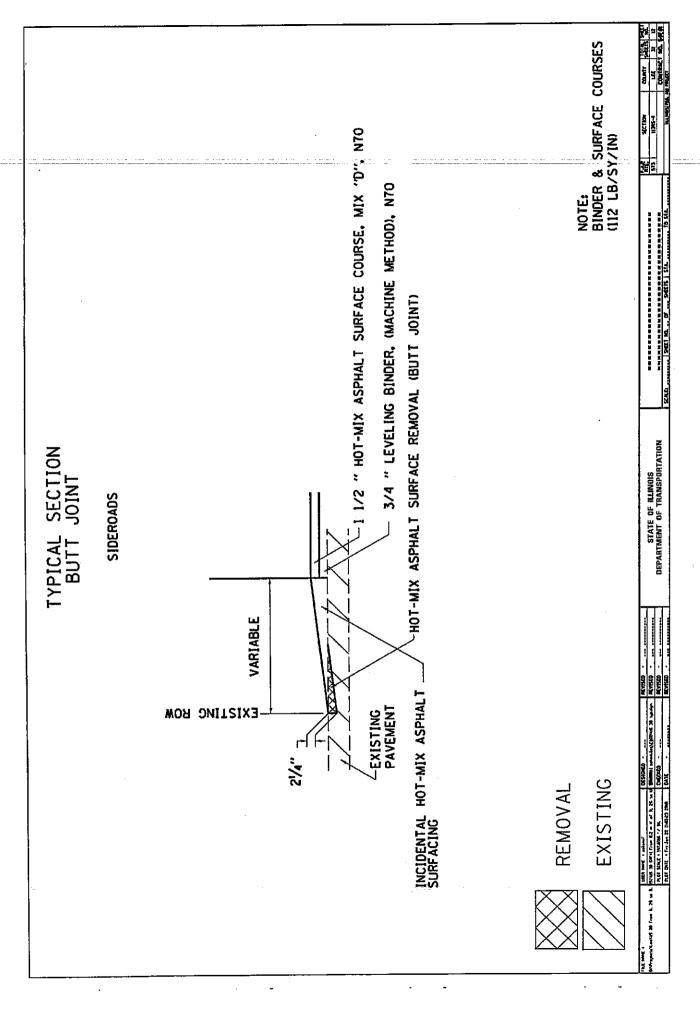


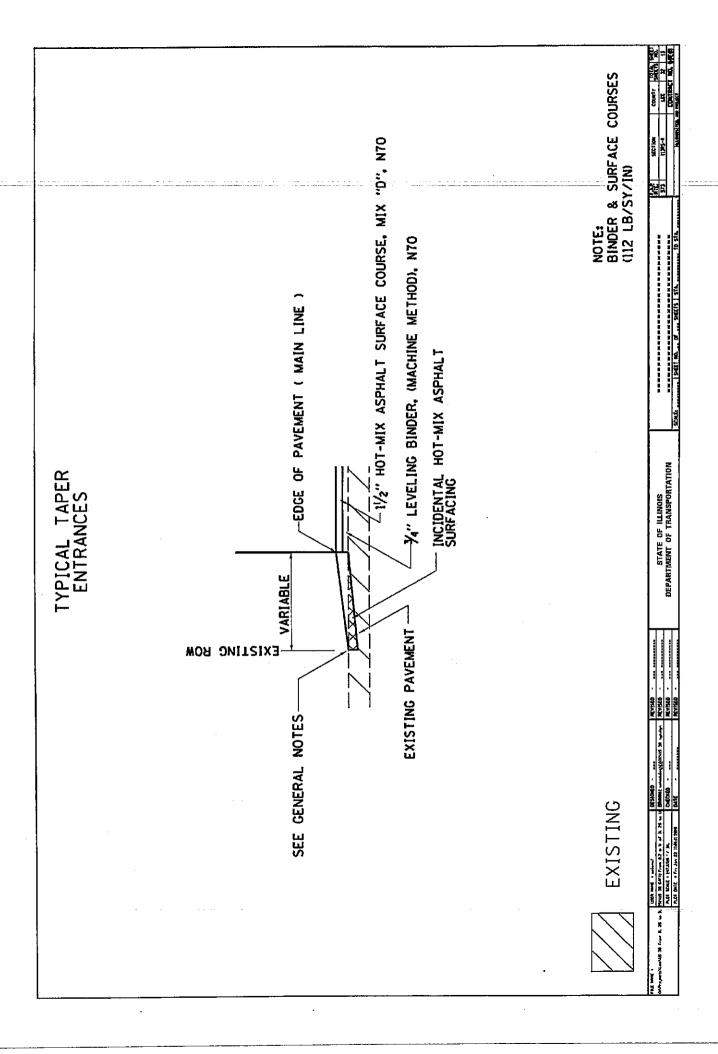
REMOVAL

EXISTING

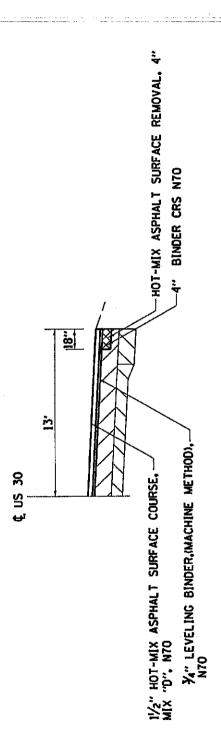
NOTE:
BINDER & SURFACE COURSES
(112 LB/SY/IN)

	255	
		SCALE ALLEGATION   SOUTH INC. IN STALL STA
STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	
****	*** ********	***************************************
· ONSAGE	- OJSPAJW	MCMSGD .
Comment of National States of Spinish	CHECKED	Tiett . Tiett
Strik 30 befri fram 6.2 m if of h. 26 to u.	PLOF BOME + 147,894 *7 PM	P.D. DATE - For Joy 22 164625 200
DANSO MATERIAL SECTION OF THE PARTY OF THE PARTY OF		





EDGE OF PAVEMENT REPAIR (LOCATIONS AS PER SCHEDULE)



NOTE: BINDER & SURFACE COURSES (112 LB/SY/IN)

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

MILLING AT CORREGIDOR ROAD	22261+00	10+00 = 2263+71 US 30	AREA TO BE MILLED 2-1/4"    STATE OF BLIMOSE   STAT
			PRE SWEE :

FAP 573 (US 30) Section 115 RS-4 Lee County Contract #64F41 Sheet

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	REE REMO	VAL (6-15 UNI	TS)		
LOCATION US 30				UNITS	REMARKS
2327+91	L.t.	22 fi,		14	
	TOTAL		-	14	
	prus		·		
20100210 16	KEE KEMU	VAL (OVER 1	OMIIO)		
LOCATION _ US 30		M EOP		<u>UNITS</u>	REMARKS
2130+94	Rt.	18 ft.		26	
2144+66	Lt, Lt.	24 ft. 21 ft.		22 25	
2142+26 2198+18	Lt.	21 ft.		34	
2215+94	Lt.	23 ft.		32	
2288+19	Rt.	23 ft.		34	
2326+08	Lt.	22 ft. ,		42	
2327+91	Lt,	22 ft.		16 26	
2424+52 2445+42	Rt. Rt.	23 ft. 21 ft.		26 24	
	TOTAL.		-	281	
20400407 63	ONE DIDI	RAP CLASS 4A			
28300107-51	ONE RIFI	OAF OLAGO AA	•		
LOCATION		FSET		<u>sq yd</u>	REMARKS
US 30 2437+00	FRO RT	M EOP 17 FT		16	12'X12'
			-	16	TOTAL
28200200 FI	LTER FAB	RIC			
LOCATION		FSET M EOP		SQ YD	REMARKS
US 30 2437+00	RT	17 FT		16	12'X12'
			•	16	TOTAL
40600535 LI	EVELING E	BINDER (HAND	METHOD), N	70	
LOCATION	TO BE 119	ED AS DIREC	TED BY RE	<u>TON</u> 110	REMARKS
00 30	10 22 00	ESTIMATED			
	TOTAL			110	
66700305 P	ERMANT S	SURVEY MAR	CERS, TYPE II		
LOCATION				EACH	REMARK
US 30	TBD BY F	tE		7	LT & RT
	TOTAL			7	

FAP 573 (US 30) Section 115 RS-4 Lee County Contract #64F41 Sheet

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 Quantities inc	duded for Lev	el Binder	ENT MARKING and Surface C	ourses	LT & RT REMARKS
Sta.	2106+05 2117+08	to to	2117+08 2448+67	442 9948	
IL 26					
Sta.	626+65	to to	631+29 636+81	186 202	
Sta.	631+77	ιο	030701	202	
	TOTAL			10778	
70301000 W	ORK ZONE F	PAVEME	NT MARKING	REMOVAL	
LOCATION				<u>SQ FT</u>	REMARKS
US 30/IL26				1778.37	
,	TOTAL			1778	•
78000100 TH	IERMOPLAS	TIC PAV	EMENT MARK	ING LETTERS & SYM	
LOCATION	<b>,</b> ,,,,			SQ FT	REMARKS
(WHITE)			eddau Dd		
US 30 & IL 2	6 Intersection	& Corre	giaor Ka	327.6	3 ARROWS AT EACH TURN LANE IL-26 & US 30 US30&CORREGIDOR
				327.6	TOTAL
78000200 Ti	HERMOPLAS	TIC PAV	EMENT MARK	ING LINE 4"	REMARKS
				FOOT	
LOCATION (WHITE)				<u> 1001</u>	
	.6 Intersection	& Corre			
Sta.	2106+05	to	2107+70	184 2008	RT & LT Edge Line RT & LT Edge Line
Sta. Sta.	2109+18 2260+00	to to	2119+22 2263+31	331	RT Edge Line
Corregidor F			2		
(WHITE)					
Sta.	10+23	to	10+93	140	RT & LT Edge Line
IL 26					•
(White)		4-	631+29	1000	RT & LT Edge Line
Sta. Sta.	626+65 631+77	to to	636+81	1008	RT & LT Edge Line
	26 Intersection		egidor Rd		
(Yellow)				***	3.6 and an
Sta.	2106+05 2108+54	to to	2107+56 2119+22	604 4272	Median Median
Sta. IL 26	2100.04				•
(Yellow)					
Sta.	626+65	to	631+36	1884	
Sta,	631+77	to	636+81	2016	
				13447	TOTAL

FAP 573 (US 30) Section 115 RS-4 Lee County Contract #64F41 Sheet

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				FOOT	
LOCATION				<u>1,001</u>	
(WHITE)	26 Intersection	8. Corre	aidor Rd		
	2106+05	to	2107+70	165	Lt Turn Lane
Sta,	2108+41	to	2110+11	170	Lt Turn Lane
Sta.	2261+37	to	2263+02	165	Rt Turn Lane Corregidor Rd
Sta.	2263+76	to	2264+11	108	Around Island @ Corregidor Rd
Sta. IL. 26	2203770	fO	2204111	100	. # 0010 1010110 @ 0011-31-01 1 1 1
(White) Sta.	South East Qu	ned leler	nd.	118	Around Island
Sta.	South West C			108	Around Island
Sta.	North East Qu			118	Around Island
Sta.	North West Q			126	Around Island
Sia,	MOINT AAGS! CO	uau isiai	, ,		•
				1078	TOTAL
78000600	THERMOPLAS'	TIC PAV	EMENT MARKII	NG LINE 12"	
,	••••				REMARKS
LOCATION	J			FOOT	
(YELLOW)					
	26 Intersection	& Corre	gidor Rd		
Sta.	2106+05	to	2107+62	66	Median Diagonals @ 50' Spacing
Sta.	2108+55	to	2119+22	352	Median Diagonals @ 50' Spacing
1L 26					
(YELLOW)	)				
Sta.	626+65	to	631+36	375	Median Diagonals @ 20' Spacing
Sta.	631+77	to	636+81	336	Median Diagonals @ 20' Spacing
US 30 & II	. 26 Intersectio	n & Cor	regidor Rd		
(White)					in the mitochial o
Sta.	2264+00 = 10	1+23 Cor	regidor Rd	90	ISLAND DIAGONALS
IL 26					
(White)					IOLAND D
Sta.	South East Q			60	ISLAND Diagonals
Sta.	South West C			60	ISLAND Diagonals
Sta.	North East Qu			60	ISLAND Diagonals
Sta.	North West Q	luad isla	nd	60	ISLAND Diagonals
				1459	TOTAL
					<del></del>

#### 78000650 THERMOPLASTIC PAVEMENT MARKING LINE 24"

LOCATIO	<u>on</u>	<u>FOOT</u>	
(WHITE)			REMARKS
US 30 &	IL 26 Intersection & Corregidor Rd		
Sta.	2107+57	. 14	Stop Bar
Sta.	2107+78	16	Stop Bar
Sta.	2108+41	14	Stop Bar
Sta.	2108+56	16	Stop Bar
Sta.	10+26	14	Stop Bar Corregidor Rd LTTL TO WB US 30
Sta.	10+26	16	Stop Bar RT Turn Corregidor Rd To EB US 30
IL 26			
Sta.	631+15	21	Stop Bar
Sta.	631+15	14	Stop Bar
Sta.	631+15	20	Stop Bar
Sta.	632+00	15	Stop Bar
Sta.	632+00	14	Stop Bar
Sta.	632+00	21	_ Stop Bar
		195	TOTAL

FAP 573 (US 30) Section 115 RS-4 Lee County Contract #64F41 Sheet

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**********	o DAINT DAVEN	AENT RAA	PKING - LINE A	INCH		19 UI 32
78001110 2APPLICA		ENIMA	RKING - LINE 4	:- ::: : : : : : : : : : : : : : : : :		
LOCATIO				<u>FOOT</u>	REMARKS	
YELLOW				••		
Sta.	2119+22	to	2120+85	326.00	West Bound no Passing Zone	
Sta.	2120+85	to	2448+67	16,391.00	Skip Dash	
Sta.	2184+21	to	2190+49	1,256,00	East Bound No Passing Zone	•
Sta.	2194+39	to	2200+02	1,126,00	West Bound no Passing Zone	
ou.	#1×1			19,099.00	Total Yellow	
WHITE	<b>=</b>			-	•	
Sta.	- 2120+85	to	2160+00	7,830.00	Right Edge Line	
Sta.	2120+85	to	2227+18	21,266.00	Left Edge Line	
Sta.	2161+00	to	2227+51	13,302.00	Right Edge Line	
Sta.	2228+00	to	2264+66	7,332.00	Left Edge Line	
	2228+54	to	2260+00	6,292.00	Right Edge Line	
Sta.		to	2315+84	10,236.00	Right Edge Line	
Sta.	2264+66		2315+64	10,126.00	Left Edge Line	
Sta,	2265+21	to	2315+84	10,126.00	Right Edge Line	
Sta.	2316+52	to		10,376.00	Left Edge Line	
Sta.	2316+52	to	2368+40	•		
Sta.	2369+00	to	2420+00	10,200.00	Right Edge Line	
Sta.	2369+00	to	2421+00	10,400.00	Left Edge Line	
Sta.	2420+77	to	2448+67	5,580.00	Right Edge Line	
Sta.	2421+44	to	2448+67	5,446.00	Right Edge Line	
				128,762.00	Total White	
				147,861.00	Total (White & Yellow)	•
		ECTIVE.	PAVEMENT MAI			
LOCATIC US 30				EACH	REMARKS	
Sta	2106+05	to	2107+70	10	One Way Crystal Lt Turn	
Sta	2106+05	to	2107+62	14	Double Amber Painted Med	
Sta	2108+41	to	2110+11	10	One Way Crystal Lt Turn	
Sta	2108+55	to	2119+22	92	Double Amber Painted Med	
Sta	2261÷37	to	2263+02	10	One Way Crystal (Corregidor Rd) Rt Turn	
Sta	2264+00			10	One Way Crystal (Island Corregidor Rd)	· .
Sta	2119+22	to	2448+67	412	Double Amber CL	
1L 26	£110	•	A 117			
Sta	626+65	to	631+36	25	Double Amber Painted Med	
Sta	631+77	to	636+81	25	Double Amber Painted Med	
Sta Sta	South East C			10	One Way Crystal	
	South West (			10	One Way Crystal	
Sta				10	One Way Crystal	
Sta	North East Q			10	One Way Crystal	
Sta	North West C	Juan Ipier	.na	10	Olic vvay Crystal	
				648	TOTAL	÷
7830020	0 RAISED REF!	LECTIVE	. PAVEMENT MA	ARKER REMOVAL		
LOCATIO				<u>EACH</u> 130	REMARKS	
0				130	TOTAL	
				100	IVICE	
X032272	29 MATERIAL TR	RANSFER	R DEVICE			
LOCATION	ON			TON	REMARKS	
	MAIN LINE ONLY	/		8315	<del></del>	
	6 FT WIDE)					
(IAILA) ==	) [ ] **ID={			8315	TOTAL	
Z00403	15 PILOT CAR					
LOCATI	ION			<u>DAY</u>	REMARKS	
US 30:			4	5		

TOTAL

#### PARTIAL DEPTH PATCHING SCHEDULE

FPA 573 (US 30) Section 113RS-4 Lee County Contract #64F41 Sheet 20 of 32

						Sheet 20 of 32	······
				440	02232	4060	1005
		:		tikes och	OVAL OVER	LIMA DEDI AC	EMENT OVER
STATION		,	O.T.U.		OVAL OVER		EMENT OVER
CENTER		LEN	GTH	PAT	CH 8"	PA	ГСН
OF	WIDTH	ITI AND INSTITUTE	LUDE LITL & MED	AI	REA	(I) "19 n RI	NDER N70)
		LT LANE	RT LANE	LT LANE	RTLANE	LT LANE	RT LANE
PATCH							
	FT	FT	FT	SQ, YD.	SQ. YD.	TONS	TONS
US 30							
2110 + 18	15	25		41.67		18.67	
2110 + 1B	10	25	25	27.78	22.22	12.44	9.96
2110 + 18 2110 + 18	8 14		25		38.89	-	17.42
2110 + 13	13	6		8.67	00.00	3.88	
2110 + 48	13	6		8.67		3.88	
2110 + 60	13		6		8.67		3.88
2111 + 8	13		6		8.67	12 - 1	3.88
2111 + 56	14	20		31.11		13.94	
2111 + 60	10	6	24	6.67	40.00	2,99	17.92
2111 + 60 2113 + 39	15	10		15.56	70.00	6,97	11.94
2114 + 46	14	,,,	23		35.78		16.03
2115+ 6	14	6		9.33		4.18	
2115 + 57	15	6		10.00		4.48	
2116 + 4	15	6		10.00	04.00	4.48	0.50
2116 + 4	16	35		50.56	21.33	22,65	9.56
2117 + 10 2117 + 10	13 16	35	22	50.5G	39.11	22,00	17.52
2117 + 51	14	6		9,33	00,11	4.18	
2117 + 69	14	15		23.33		10.45	
2117 + 69	14		15		23.33		10.45
2118 + 43	14	93		144.67		64.81	
2118 + 43	15	40	93	14 44	155.00	6.47	69.44
2137 + 8 2137 + 98	13 13	10 6	<del></del>	14.44 8.67	<u> </u>	3.88	
2137 + 98	13	U	- 6	0.01	8,67	0,00	3.88
2140 + 61	13	6		8.67		3.88	
2140 + 61	13		6		8.67		3.88
2144 + 58	13	6		8,67		3,88	200
2151 + 5	13		6	9.67	8,67	3.88	3.88
2151 + 5 2152 + 53	13 13	6	- 6	8.67	8.67	3.00	3.88
2154 + 64	13	8	<u> </u>	11.56	5,01	5.18	
2161 + 3	13		6		8.67		3.88
2168 + 43	13		6		8.67		3,88
2168 + 43	13	6		8.67		3.88	5.00
2171 + 89	13		6		8.67 23.11		3.88 10.35
2177 + 38 2178 + 84	13	6	16	8.67	20.11	3.88	10.00
2178 + 64 2202 + 27	5	83		46.11		20.66	
2306 + 95	5	63		35.00		15.68	
2323 + 31		67		37.22		16.68	
2354 + 50		191		106.11		47.54	
2360 + 54		73		40.56 252.78		18.17 113.24	
2374 + 5 2396 + 3		<u>455</u> 91		50.56	<del></del>	22.65	
2402 + 66		69		38.33		17.17	
2406 + 46	5	346		192.22		86.12	
2413 + 93	5	36		20.00		8.96	
2417 + 23	5	64		35.56		15.93	
2427 + 83	13	10	10	14.44	14.44	6.47 0.00	6.47
2427 + 83 2429 + 81		6	- 10	8.67	14,44	3.88	V.T/
2429 + 81		<u>``</u>	6	9.01	8,67	0.00	3.88
2438 + 23		10		14.44		6.47	
2438 + 23	13		10		14.44	0.00	6.47
2442 + 71		10		14.44	4444	6.47	E 47
2442 + 71		NI TOTAL C	10	13010	14.44	0.00	6.47 236,9
		IN TOTALS		1381.8	528.8 910.6	619.0 85	235,9
1		ATCH GROW	TH		91.1	<u> </u>	5,6
1		QUANTITIES	***		85.2		1,5
	IUIAL	AUMN II IIE2			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1,0

#### **EDGE OF PAVEMENT REPAIR SCHEDULE**

FPA 573 (US 30) Section 113RS-4 Lee County Contract #64F41 Sheet 21 of 32

			1 1		12.72 ° 2.22° 1.21	440	00165	4060	3085
	1		WIDTH	LEN	GTH	1	E REMOVAL 4"		ER CRS N70
STA	T	STA		LT	RT	LT	RT .	LT	RT
J.71	0	•	FT	FT	FT	SQ. YD.	SQ. YD.	TONS	TONS
· · · · · · · · · · · · · · · · · · ·	<u></u>				Į.	S 30			
2109 + 81	ĪΤΩ	2115 + 9	3 1.5	612		102.00		22.85	
2112 + 68			9 1.5		383		63.83		14.30
2117 + 53			8 1.5		55		9.17		2.05
2135 + 12			7 1.5	45		7.50		1.68	·
2177 + 56			0 1.5		34		5.67		1.27
2198 + 63		2198 + 8		24		4.00		0.90	
	TO		0 1.5	62		10.33		2.31	
	TO		8 1.5	23		3.83		0.86	
	то		8 1.5		43		7.17		1.61
	то	2202 + 2		75		12.50		2.80	
	ТО		8 1.5	180	<u> </u>	30.00		6.72	
	TO		9 1.5	73		12.17		2.73	
	TO		5 1.5	696		116.00		25.98	
	ТО		3 1.5	169		28.17		6.31	
	10		6 1.5	84	-	14.00		3.14	
	TO		7 1.5	276		46.00		10.30	
	TO		2 1.5	26	_	4.33		0.97	
2345 + 50			6 1.5	46		7.67		1.72	
2376 + 32		2378 + 6	8 1.5	236		39.33		8.81	
2451 + 26			9 1.5		373		62.17		13.93
			UMN TOTALS	3	<u> </u>	437.8	148.0	98.1	33.2
			SUB-TOTAL	<u></u>			85.8	13	1.2
			R PATCH GRO	)WTH			58.6		3.1
			L QUANTI		<del></del>		44.4		4.3

FAP 573 (US 30) Section 113 RS-4 Lee County Contract # 64F41 Sheet 22 or 32

# **BITUMINOUS SCHEDULE**

					4	40600200 40600300	10600300	48102100	40600635	40603340	44000158	44000198	40600990	40600982	40603310
								AGG.	LEVELING	HOT-MIX	НМА	HMA	HMA	HMA	HMA
		L'						WEDGE	BINDER	ASPHALT	SURFACE	SURFACE	TEMP	SURFACE	SURF CSE
STATIONS				HMA		BIT.	AGG.	SHOULDER	(MACH. METH.)	SURF CSE	REMOVAL	REMOVAL	RAMPS	REMOVAL	MIX "C" N50
	LENGTH WIDTH		PAVT.	SHLD SQ	SQ YD	PRIME	PRIME	TYPE B	N 70	MIX D N 70	2 1/4	VAR DEPTH		витт ут.	
	E			LT   F	RT	TON	TON	TON	TON	TON	Sayo	SQ YD	sa yb	SQ YD	NOT
US 30							:	LT&RT							
2106 + 5		47													
+	75	51	408.3			0.23	0.61	27.05	22.9	34.3	408.3				
+ 80 -	98	46	528.1			0.30	0.79	35.34	29.6	44.4	528.1				
+ 78 - 2108 +	50	47	258,3			0.15	0.39		14.5	21.7	258.3				
+ 28 -	110	47	574.4			0.33	98.0		32.2	48.3	574.4				
١,	0/	49	373.3			0.21	0.56		20.9	31.4	373,3				
٠.	100	48	538.9	_	$\dashv$	0.31	0.81		30,2	45.3	538.9				
- 2112 +	100	48	533.3			0.31	0.80	36.06	29.9	44.8	533.3				
∞.	100	47	527.8			0.30	0.79	36.06	29,6	44.3	527.8			-	
8 - 2114+	100	46	516.7			0.30	0.78	36.06	28.9	43.4	516.7				1
8 - 2115+	100	45	505.6			0,29	0.76	36.06	28.3	42.5	505.6				
+ 8 - 2116+	100	41	477.8			0.27	0.72	36.08	26.8	40.1	477.8				
ص ن	100	36	427.8		$\dashv$	0.24	0.64	36.06	24.0	35.9	427.8				•
۰ ده +	50	30	183.3		-	0.10	0.28	18.03	10.3	15.4					
2117 + 58 - 2118 + 8	50	93	166.7			0.10	0.25	18.03	9.3	14.0				: -	
1	50	29	163.9		$\dashv$	0.09	0.25	18.03	9.2	13.8				.:	
2118 + 58 - 2119 + 8	50	27	155.6		-	0.09	0.23	18.03	8.7	13.1					
2119 + 8 - 2119 + 58	50	27.5	151.4			60.0	0.23	18.03	8.5	12.7				.:.	
ןי ו	20	27	151.4			60.0	0.23	18.03	8.5	12.7					
2120 + 8 - 2121 + 8	100	27	300.0			0.17	0.45	36.06	16.8	25.2					
2121 + 8 - 2122 + 8	100	27	300.0		-	0.17	0.45	36.06	16.8	25.2					
۰ 80 +	100	27	300.0			0.17	0.45	36.06	16.8	25.2					
2123 + 8 - 2124 + 8	100	26	294.4			0.17	0.44	36.06	16.5	24.7					
2124 + 8 - 2263 + 22	13914	26	40196.0			22.99	60.29	5017.64	2251.0	3376.5					
0	166	12	350,4			0.20	0.53	29.93	19.6	29.4					
2261 * 66 - 2265 * 17	351	28	1092.0			0.62	1.64	63.29	137.6	137.6	1092.0				
2263 + 22 - 2278 + 43	1521	26	4394.0			2.51	6.59	548.50	246.1	369.1				*.	
2278 + 43 - 2292 + 73	1430	26	4131.1			2.36	6.20		231.3	347.0					
2285 + 2 - 2299 + 32	1430	5		794.4	1	0,23						119.2			83.4
2288 + 96 - 2299 + 32	1036	5		ć.	575.6	0.16						86.3			60.4
2292 + 73 - 2448 + 67	15594	56	45049.3			25.77	67.57	5623.47	2522.8	3784.1					
	1														

\* ‡

Section 113 RS-4 FAP 573 (US 30)

Contract # 64F41

Sheet

Lee County

# **BITUMINOUS SCHEDULE**

						40600200 40600300	40600300	48102100	40600635	40603340	44000158	44000198	40600990	40600982	40603310
								AGG.	LEVELING	HOT-MIX	HMA	HIMA	HMA	HMA	HMA
								WEDGE	BINDER	ASPHALT	SURFACE	SURFACE	TEMP	SURFACE	SURF CSE
STATIONS				HMA	4	BIT.	AGG.	SHOULDER	SHOULDER (MACH. METH.)	SURF CSE	REMOVAL	REMOVAL	RAMPS	REMOVAL	MIX "C" N50
	LENGTH WIDTH		PAVT.	SHLD	SQ YD	PRIME	PRIME	TYPE B	N 70	MIX D N 70	2 1/4	VAR DEPTH		BUTT JT.	
	E		SQ. YD.	רן	RT	TON	TON	TON	TON	TON	SQ YD	SQ YD	SQ YD	SQ YD	NOT
US 30								LT&RT						•	
IL 26															
26 + 65		36												:	
26 + 65 - 627 + 79	112	38	466.7			0.27	0.70	40.39	26.1	39.2	416.7				
+ 79 -	100	43	455.6			0.26	89'0	36.06	25.5	38.3	455.6				
- 62 +	142	48	717.9			0.41	1.08	25.60	40.2	60.3	717.9				
+21 - 631 +	123	48	656,0			0.38	86.0		36.7	55.1	656.0				
26 South East Returns	118	123	532.2			0:30	08.0		29.8	44.7	532.2			-	
26 South West Returns		123	360.8			0.21	0.54		20.2	30,3	360.8				
														-::	
CL US 30 & 1L 26															,
				ļ .											
26 North East Returns	110	130	524.3			0.30	0.79		29.4	44.0	524.3				
26 North West Returns		130	533.9			0.31	08'0		29.9	44.8	533,9				
											,				
31 + 74		46													
31 + 74 - 633 + 4	130	50	693.3			0.40	1.04	23.44	38.8	58.2	693,3		_		
+ 4 -		46	266.7			0.15	0.40	9.02	14.9	22.4	266.7				
33 + 54 - 634 + 54	100	41	483.3			0.28	0,73	36.06	27.1	40.6	483.3				
+ 54	100	35	422.2			0.24	0.63	36.06	23.6	35.5	422.2			-	
- 636 +		30	415.3			0.24	0,62	41.47	23.3	34.9	415.3				
326 + 65 626 + 73	æ	26	23.1			0.01	0.03		1.3	1.9	23.1		33.2		
336 + 73 636 + 81	89	- Se	23.1			0.01	0.03		1.3	1.9	23.1		27.7		
448 + 59 2448 + 67	80	26	23.1			0.01	0.03		1.3	1.9	23.1		24.0	72.2	
	80	26	23.1			0.01	0.03		1.3	1.9	23.1		43.3		
			0.0			0.00					0.0				
TOTALS			109670	794	576	63.1	164.5	12062	6165.9	9180.1	13332.9	205.5	128.2	72.2	143.9
	0000	1		9			,					,			

<sup>\*</sup> RIGHT TURN LANE CORREGIDOR RD BEFORE MILLING

<sup>\*\*</sup> NOTE: CORREGIDOR RD PAVED WITH 2 1/4" LEVEL BINDER & 2 1/4" SURFACE MIX \*\*\* SEE TYPICALS FOR DEPTHS AT CURB & GUTTER SECTION

FAP 573 (US 30) Section 113 RS-4 Lee County Contract # 64F41 Sheet 24 of 32

# SIDE ROAD BIT SCHEDULE

			•	40600200	40800050	40600982	40600990	
					INCIDENTAL	HMA	HMA	
		PROPOSED	OSED		HOT-MIX	SURFACE	TEMP	
STATIONS		SURFACE	ACE	BIT.	ASPHALT SURF	REMOVAL	RAMP	
	LENGTH	PAVEMENT	MENT	PRIME	-	BUTT JOINT		
	FT	WIDTH SQ. YD	SQ. YD.	TON	TON	SQ YD	SQ YD	
SIDE ROADS								
US 30								
WALTON RD RT	35	VAR.	214.3	90.0	33.0			
RED BRICK RD RT	40	VAR.	259.4	20'0	40.0			
RED BRICK RD LT	40	VAR.	284.4	0.08	43.8	97.2	12.9	
CORREGIDOR RD RT	93	VAR.	1092.0	0.31			25.9	
ACCESS RD LT	40	VAR.	135.7	0.04	20.9	2'99		
NACHUSA RD RT	36	VAR.	202.6	90.0	31.2			٠
NACHUSA RD LT	32	VAR.	188.8	0.05	29.1	58.9	7.8	
ROBBINS RD RT	39	VAR.	195.4	90.0	30.1			
ROBBINS RD LT	18	VAR.	81.6	0.02	12.6			
ROCKY FORD RD RT	40	VAR.	291.1	0.08	44.8			
ROCKY FORD RD LT	38	VAR.	143.3	0.04	22.1			
PAGE TOTAL				0.88	307.49	222.8	46.7	_

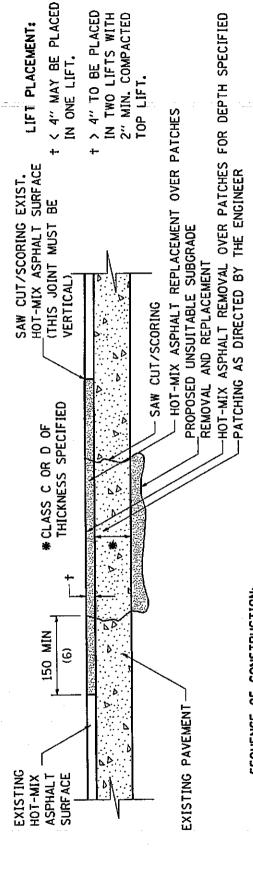
\* INCLUDES TURN LANE AT THIS LOCATION

#### ENTRANCE/MAIL BOX TURN OUT SCHEDULE

	REMARKS		WIDTH	LENGTH	LENGTH FROM	WIDTH		40600200	40800050
LOCATION	7 1	WIDTH	AT	FROM EOP	THROAT	AT	AREA	BIT MAT PR CT	INCIDENTAL HMA S
		AT EOP	THROAT	TO THROAT		ROW	ENTRANCE/MB		
		FOOT	FOOT	FOOT	FOOT	FT	SQ YD	TON	TON
Maintine US 30									
2118+22	RT CE	70.0	40.0	25,0	13.0	35.0	206,9	0.06	31.87
2158+76	RTCE	60.0	20.0	18,0	15.0	20,0	113,3	0.03	17,45
2160+08	LTCE	75.0	24.0	25.0	13.0	13.0	164,2	0,05	25,29
2160+53	LTMB	60,0	7,0				46.7	0.01	7.19
2216+63	RTPE	63,0	24.0	17.0	16.0	12.0	114.2	0,03	17.58
2217+30	RT MB	100.0	7.0				77.8	0,02	11.98
2248+09	RT CE	45.0	25.0	20.0	20.0	12.0	118.9	0.03	18.31
2255+80	RT CE	150.0	15.0	ONLY DO	15 FT WIDE FR	OM EOP	250.0	0.07	38.50
2256+21	LT PE	64.0	26.0	16.0	30,0	16.0	145.0	0.04	22.33
2275+78	LT CE	84.0	30.0	19.0	STOP AT T	HROAT	120.3	0.03	18.53
2277+62	LTCE	65,0	38.0	17.0	50,0	30.0	286.2	80,0	44.07
2277+52	LT MB	100.0	10.0				111.1	0.03	17.11
2371+59	RT CE	75,0	40.0	25,0	13.0	35.0	213.9	0,06	32,94
2420+82	** LT CE	84.0	40.0	22,0	40,0	40.0	329.3	0.09	50.72
2452+15	LT CE	50.0	38.0	18.0	16.0	38.0	155.6	0.04	23.96
			TOTAL QL	JANTITY				0.70	377.82

Note: CE at STA 2420+82 LT Must Be Paved With 4 Inch INCIDENTAL HMA SC/ REMOVAL OF EXISTING HMA AND AGG TO MEET THIS 4" WILL BE INCIDENTAL TO INCIDENTAL HMA SC PAY ITEM

# PAVEMENT PATCHING FOR HOT-MIX ASPHALT SURFACED PAVEMENT



## SEQUENCE OF CONSTRUCTION:

- 1. REMOVE THE EXISTING HOT-MIX ASPHALT SURFACE.
- 2. RESIDENT ENGINEER WILL DETERMINE IF LOCATION IS TO BE PATCHED OR TO ONLY REPLACE HOT-MIX ASPHALT SURFACE.
- 3. REMOVE AND REPLACE FULL DEPTH PATCHES AT LOCATIONS DIRECTED BY THE ENGINEER.
- 4. REPLACE HOT-MIX ASPHALT SURFACE OVER FULL DEPTH PATCHES AND AT LOCATIONS OF HOT-MIX ASPHALT SURFACE REMOVAL.

## GENERAL NOTES:

- 1. FOR BASIS OF PAYMENT: SEE THE RECURRING SPECIAL PROVISION "PATCHING WITH HOT-MIX ASPHALT OVERLAY REMOVAL".
- ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE NOTED.

SCALE 128,1695-12 IN SHEET NO OF SHEETS STA
ON 2 / DISTRICT 2 STANDARD  ST3 113RS-4 LEE 32  CONTRACT NO.  FED. ROAD DIST. NO.   ILLINOIS  FED. ALD PROCECT  FED. ROAD DIST. NO.   ILLINOIS  FE
DN 2 / DISTRICT 2 STANDARD  ST3 113RS-4  1.0F SHEETS   STA
DN 2 / DISTRICT 2 STANDARD  ST3 113RS-4  1.0F SHEETS   STA
_
_
_
Z     , ,
Z     , ,
REVISED  REVISED  REVISED  REVISED  SCALE1  PAVEMENT
REVISED - 2-27-03 REVISED REVISED REVISED
PLOT DA

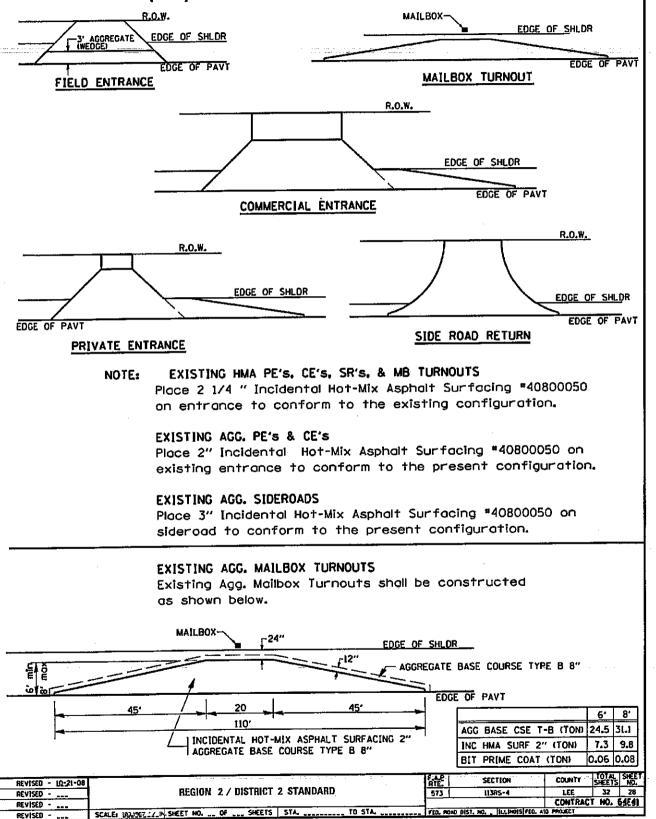
# TREE REPLACEMENT SCHEDULE

	_	-		-	<del></del> -		 		-			_			_
OUANTITY	ហ	9		11						_	· .	 		 	
UNIT	EACH	EACH	į										į		•
SIZE	1-3/4 INCH.	1-3/4 INCH													
COMMON NAME	SWAMP WHITE OAK	RED JEWEL CRABAPPLE	٠												
SCIENTIFIC NAME	OUERCUS BICOLOR	MALUS RED JEWEL													
CODE NUMBER	A2006514	B2004514													

ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE NOTED.

SCALES ZEJECTOLIAL SHEET NO OF SHEETS STA TO STA FED. ROJO DIST. NO INLINOIS FED. AID PROJECT  TREE REPLACEMENT SCHEDULE		REGION 2 / DISTRICT 2 STANDARD	
	REVISED -	REVISED REGION	

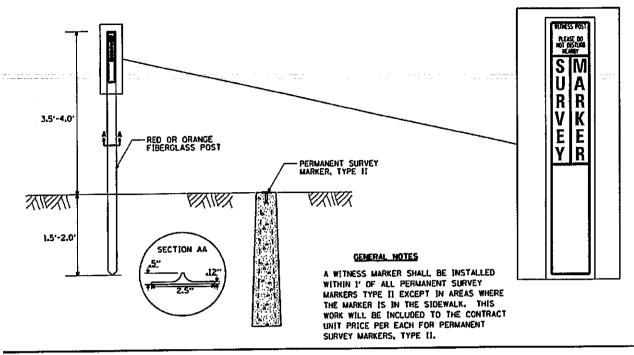
## HOT-MIX ASPHALT APPROACHES & MAILBOX RETURNS FOR TWO LIFT (3P) RESURFACING PROJECTS



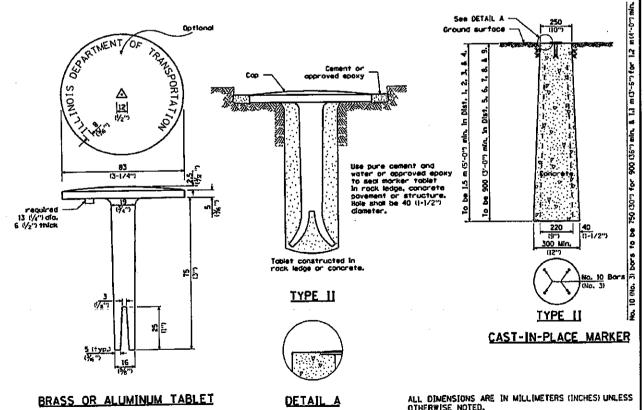
HOT-MIX ASPHALT APPROACHES & MAILBOX RETURNS FOR TWO LIFT (3P) RESURFACING PROJECTS

47.2

### WITNESS MARKER FOR PERMANENT SURVEY MARKERS, TYPE II



#### PERMANENT SURVEY MARKERS, TYPE II



	<b>9.</b> .		W			
REVISEO - 10:21-08		FILE.	SECTION	COUNTY	SHEETS	SHEET
REVISEO	REGION 2/DISTRICT 2 STANDARD	573	113R5-4	LEE	32	29
REVISED				CONTRAC	T NO.	64E41
	TO STA	I COM BO	MAN DIST AND THE SHOULD FED. A	IN PROJECT		

### ROUGH GROOVED SURFACE SIGN

ILLINOIS STANDARD W8-I107

SIGN PANEL TYPE 1



COLOR: LEGEND AND BORDER - BLACK NON-RELFLECTIVE BACKGROUND - ORANGE REFLECTORIZED

SIGN	DIMENSIONS												
SIZE	Α	В	С	0	E	F	G	H					
1200×1200 (48×48)	1200 (48.0)	600 (24.1)	75 (3.0)	850 (34 <b>.</b> 0)	825 (33.0)	150 (6.0)	325 (13 <b>.</b> 0)	88 (3.5)					

SIGN SIZE		SERIES LINES		MARGIN	BORDER	BLANK STD.
SIZE	1	2	3			
1200×1200 (48×48)	7C	70	7C	20 (0.8)	30 (1 <b>.</b> 2)	B4-48D

ALL DIMENSIONS IN INCHES.

#### GENERAL NOTES

SIGN PANELS AND FACE MATERIALS SHALL BE ACCORDING TO SECTION 720 OF THE STANDARD SPECIFICATIONS METAL POSTS SHALL BE IN ACCORDANCE WITH STD. 720011.

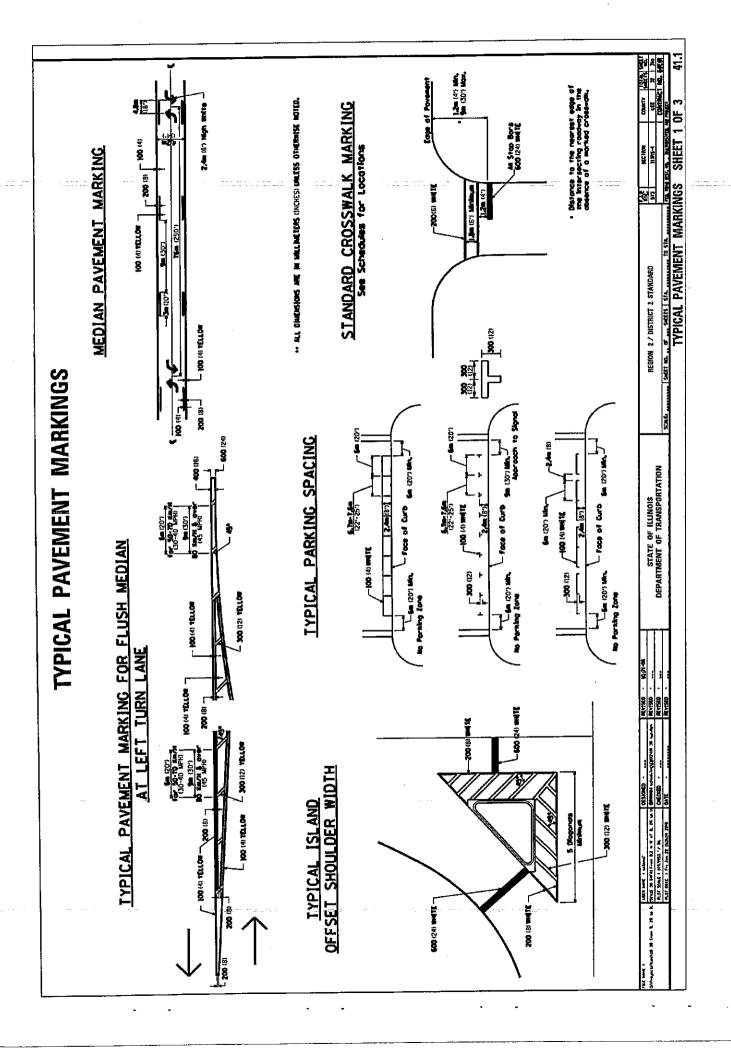
ALL MOUNTING HARDWARE SHALL BE ALUMINUM, STAINLESS STEEL, ZINC OR CADMIUM PLATED STEEL AND SHALL BE INCLUDED TO THE COST OF THE INSTALLATION.

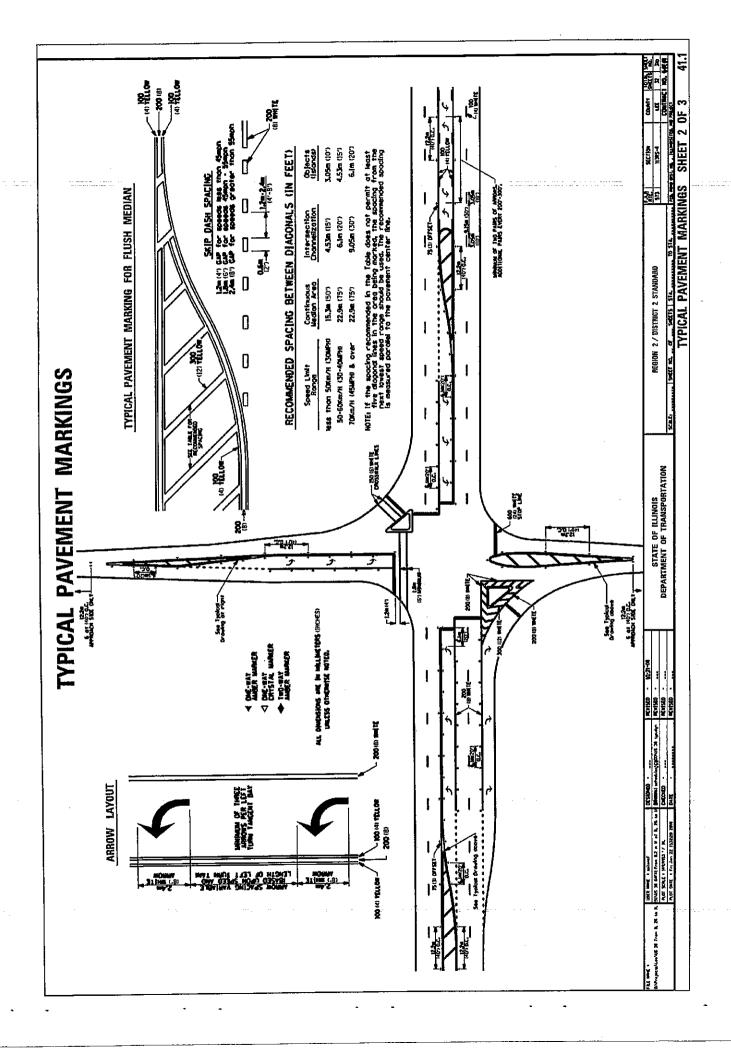
ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE NOTED.

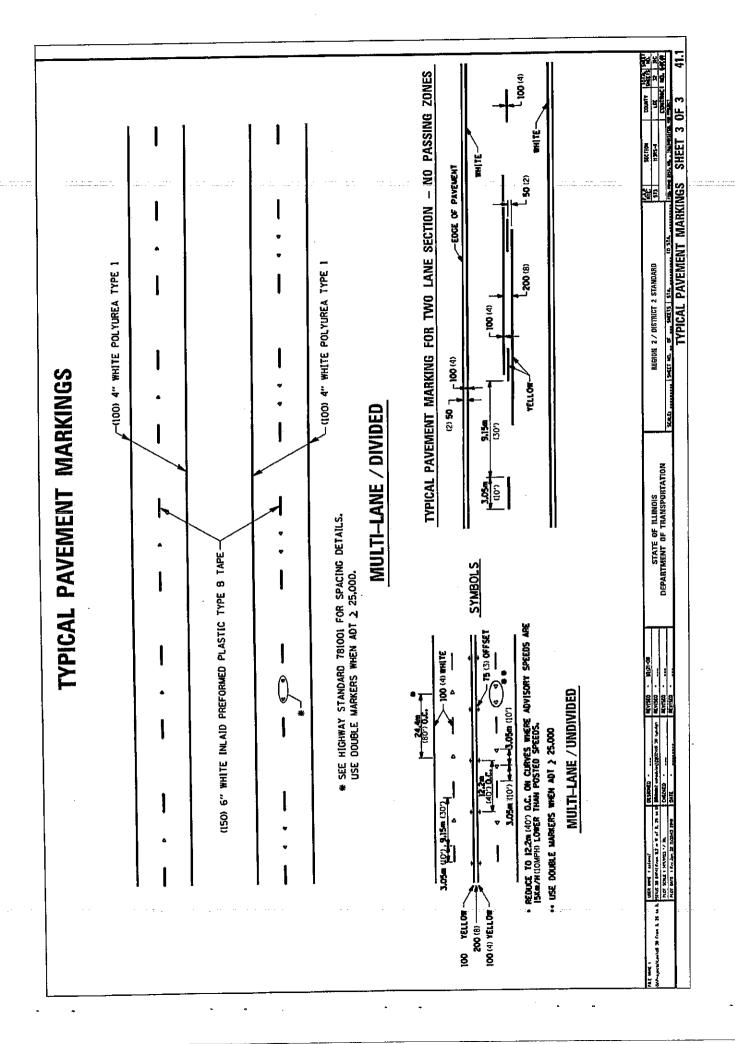
91.2

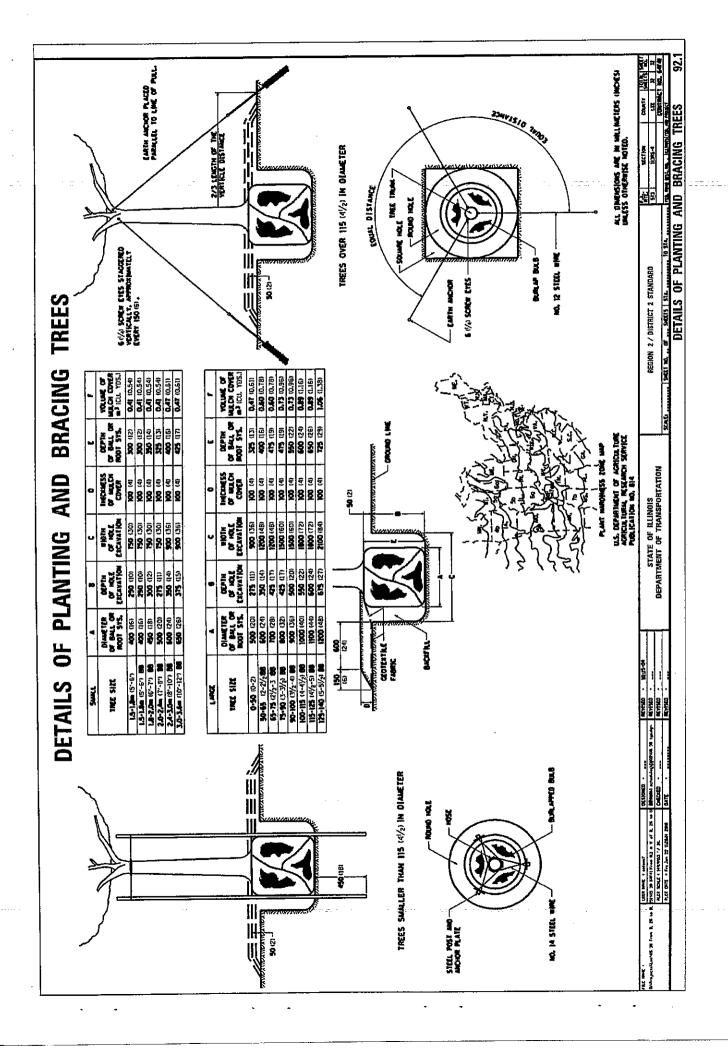
REVISED - L-09-08		RTE.	SECTION	COUNTY	SHEETS	SHEET NO.
REVISED	REGION 2 / DISTRICT 2 STANDARD	573	113RS-4	LEE	32_	30
REVISED	TO STA		DAD DIST, MO [[CLUMOIS]FEG. A	CONTRAC	T NU. E	64E41
proteen .	SCALE: 1831967.17 IN SHEET NO OF _ SHEETS STA TO STA.	PED-18	THE DIST WIT " HELDONISLE ME	D PROCEE		

REVISED - SCALET BROWNEZ TO SC









#### ILLINOIS DEPARTMENT OF LABOR

#### PREVAILING WAGES FOR LEE COUNTY EFFECTIVE APRIL 2010

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

#### **Lee County Prevailing Wage for April 2010**

Trade Name		TYP C		Base		*M-F>8	OSA		H/W =====	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		28.660	29.660		1.5	2.0	7.290	10.63	0.000	0.800
ASBESTOS ABT-MEC		BLD		31.540	0.000		1.5		9.670	9.610	0.000	0.520
BOILERMAKER		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD		34.500	37.250	1.5	1.5	2.0	6.550	10.96	0.000	0.510
CARPENTER		BLD		31.270	34.710	1.5	1.5	2.0	7.100	10.87	0.000	0.600
CARPENTER		HWY		31.430	33.180	1.5	1.5	2.0	7.100	9.990	0.000	0.490
CEMENT MASON		ALL		32.500	35.250	1.5	1.5	2.0	6.550	11.83	0.000	0.150
CERAMIC TILE FNSHER		BLD		29.530	0.000		1.5			4.230		
COMMUNICATION TECH		BLD		33.000	36.300	1.5	1.5			9.550		0.660
ELECTRIC PWR EQMT OP		ALL		33.140	42.570		1.5	2.0		10.27		0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570		1.5	2.0			0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570		1.5	2.0			0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570		1.5	2.0		8.230		0.200
ELECTRICIAN		BLD			42.370		1.5	2.0		13.96		0.770
ELEVATOR CONSTRUCTOR GLAZIER		BLD BLD		42.540 28.420	47.860 30.420		2.0	2.0	10.03	6.750	2.550	0.000 0.750
HT/FROST INSULATOR		BLD			44.550		1.5	2.0		10.81		
IRON WORKER	N	ALL			36.750		2.0			18.76		
IRON WORKER	S	ALL			37.000		2.0			15.95		
LABORER	٥	BLD			29.660		1.5	2.0		10.63		
LABORER		HWY			28.260		1.5	2.0		10.63	0.000	0.800
LABORER, SKILLED		HWY	:	29.360	30.110	1.5	1.5	2.0		10.63		0.800
LATHER		BLD		31.270	34.710	1.5	1.5	2.0	7.100	10.87	0.000	0.600
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		BLD	:	29.530	0.000	1.5	1.5	2.0	6.550	4.230	0.000	0.440
MARBLE MASON		BLD		32.020	32.270	1.5	1.5	2.0	6.550	6.730	0.000	0.470
MATERIAL TESTER I		ALL	:	21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL	:	26.550	0.000		1.5	2.0		4.840		0.170
MILLWRIGHT		BLD			37.840		1.5	2.0		11.94		0.500
OPERATING ENGINEER		BLD 1		39.150	43.150		2.0	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		BLD 2		38.450	43.150		2.0			8.100		
OPERATING ENGINEER OPERATING ENGINEER		BLD 3			43.150 43.150		2.0			8.100 8.100		
OPERATING ENGINEER OPERATING ENGINEER		BLD 5			43.150		2.0			8.100		
OPERATING ENGINEER OPERATING ENGINEER		BLD 6			43.150		2.0	2.0		8.100		
OPERATING ENGINEER					43.150		2.0			8.100		
OPERATING ENGINEER					43.000		1.5			8.100		
OPERATING ENGINEER					43.000		1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER					43.000					8.100		
OPERATING ENGINEER		HWY 4	Į :	35.700	43.000	1.5	1.5	2.0	11.70	8.100	2.250	1.150
OPERATING ENGINEER		HWY 5	5 .	34.250	43.000	1.5				8.100		
OPERATING ENGINEER					43.000					8.100		
OPERATING ENGINEER					43.000					8.100		
PAINTER		ALL			36.500					7.250		
PILEDRIVER		BLD			35.820					10.87		
PILEDRIVER		HWY ALL			33.180 36.740					9.990 9.810		
PIPEFITTER PLASTERER		BLD			35.790					10.70		
PLUMBER		ALL			36.740					9.810		
ROOFER		BLD			40.000					6.020		
SHEETMETAL WORKER		BLD			36.090					13.51		
SPRINKLER FITTER		BLD			38.890					6.550		
STONE MASON		BLD			37.250					10.96		
TERRAZZO FINISHER		BLD		29.530	0.000					4.230		
TERRAZZO MASON		BLD		32.020	32.270	1.5	1.5	2.0	6.550	6.730	0.000	0.470
TILE LAYER		BLD			34.710					10.87		
TILE MASON		BLD			32.270					6.730		
TRUCK DRIVER		0&C 1	- :	22.790	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250

TRUCK DRIVER		050 3	23.110	0.000	1 5	1 5	2 0	9 050	4.062	0 000	0 250
IKUCK DKIVEK		O&C Z	23.110	0.000	1.5	1.5	2.0	9.030	4.002	0.000	0.230
TRUCK DRIVER		0&C 3	23.270	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER		0&C 4	23.470	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER		0&C 5	24.070	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	E	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	E	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	E	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	E	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 1	28.475	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	W	ALL 2	28.887	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	W	ALL 3	29.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	W	ALL 4	29.337	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TRUCK DRIVER	W	ALL 5	30.087	0.000	1.5	1.5	2.0	9.050	4.062	0.000	0.250
TUCKPOINTER		BLD	34.500	37.250	1.5	1.5	2.0	6.550	10.96	0.000	0.510

#### Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

#### **Explanations**

LEE COUNTY

IRONWORKERS (SOUTH) - That part of the county South of Route 30.

TRUCK DRIVERS (EAST) - That part of the county East of U.S. 251 and North of Route 30.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

 ${\tt ASBESTOS - GENERAL - removal \ of \ asbestos \ material/mold \ and \ hazardous \ materials \ from \ any \ place \ in \ a \ building, \ including \ mechanical \ systems}$ 

where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint

abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill -Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving and Extracting); Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics

Class 7. Gradall

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) / 2 ton capacity or more; Non-Self Loading Ejection Dump; Pump Cretes: Squeeze Cretes -Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting,

- or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.
- Class 5. Oilers and Directional Boring Machine Locator.
- Class 6. Field Mechanics and Field Welders
- Class 7. Gradall and machines of like nature.
- TRUCK DRIVER BUILDING, HEAVY AND HIGHWAY CONSTRUCTION WEST
- Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.
- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

  TRUCK DRIVER BUILDING, HEAVY AND HIGHWAY CONSTRUCTION EAST
- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more;

Mechanic -- Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.