

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 than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date. This does not apply to Small Business Set-Asides.

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. This does not apply to Small Business Set-Asides.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction 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 <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda Questions may be directed to the Plans and 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 an addendum or revision could result in a bid being rejected as irregular.

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting April 29, 2011

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

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. This does not apply to Small Business Set-Asides.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

Plans Included
Herein

Prepared by	
Checked by	S

(Printed by authority of the State of Illinois)

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. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

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 must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124) and submit an original Affidavit of Availability (BC 57). This does not apply to Small Business Set-Asides.

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

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Preparation and submittal of bids	217/782-7806

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PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

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

**Contract No. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**

This project consists of cape seal and micro surfacing at three separate locations in McDonough and Henderson Counties.

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.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this 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>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	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:

Item _____

Section No. _____

County _____

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

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned 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 No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices 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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check box Yes
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

10. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

CONTRACT NUMBER

68A23

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.**

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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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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

A. Conflicts of Interest

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.

RETURN WITH BID

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.

B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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.

E. 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.

F. 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.

RETURN WITH BID

G. 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

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

A. Bribery

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, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

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, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

RETURN WITH BID

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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.

RETURN WITH BID

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.

H. 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.

I. 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.

RETURN WITH BID

J. 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.

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.

TO BE RETURNED WITH BID

L. 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.

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 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.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 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 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 60% of the annual salary of the Governor? YES ___ NO ___
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ___ NO ___

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?
Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07 are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?
Yes ___ No ___

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

2. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

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 this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

RETURN WITH BID

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.

RETURN WITH BID

**Contract No. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

**Contract No. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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



Return with Bid

Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name) (Company Name)
By (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of

I, , a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of A.D.

My commission expires

Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

- Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent
- Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.
- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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

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

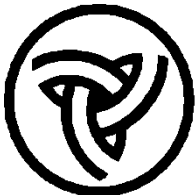
Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

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. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the 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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

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

A. Bribery

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, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

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, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___ No ___

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Subcontractor: Other Contracts &
Procurement Related Information
Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date



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 29, 2011. 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. 68A23
MCDONOUGH-HENDERSON Counties
Section D4 2P RESURFACE 2011-1
Various Routes
District 4 Construction Funds**

This project consists of cape seal and micro surfacing at three separate locations in McDonough and Henderson Counties.

- 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, 2011

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 1-1-11)

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Contract No. 68A23

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

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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 Various Routes, Section D4 2P Resurface 2011-1 in Henderson and McDonough Counties, Contract No. 68A23 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

This project is located at three (3) separate locations as follows:

Location No. 1 is located on Illinois Route 61 from the north city limits of Colmar to the Schuyler County Line in McDonough County.

Location No. 2 is located on US Route 136 from south of the Illinois Route 41 Junction to the Fulton County Line in McDonough County.

Location No. 3 is located on Illinois Route 94 from 0.9 mile south of Raritan Road to the Illinois Route 96 Junction in Henderson County.

DESCRIPTION OF PROJECT

This project consists of cape seal and micro surfacing necessary to complete the project.

TRAFFIC CONTROL PLAN

Effective: January 31, 2011

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

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

701301 701306 701311 701901

For Cape Seal:

The Contractor shall post the roadway with 'LOOSE GRAVEL' and "SPEED LIMIT 35" signs in accordance with applicable Articles of Division 700 of the Standard Specifications.

These signs shall be placed at the start of the work, near intersecting roadways and then at an average spacing of 0.5 mi. (0.8 km). The signs may be removed as soon as the sweeping operation has been completed.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008

Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

“All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02.”

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. 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.

Equipment. 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 x 24 in. (600 x 600 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 x 30 in. (600 x 750 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.

Flagging Requirements. 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.

Basis of Payment. 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

Diesel Vehicle Emissions Control. 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.

Environmental Deficiency Deduction. 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

Idling Restrictions. 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.

Environmental Deficiency Deduction. 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 (DBE)

Effective: September 1, 2000

Revised: January 1, 2011

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

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

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

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

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 0.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set 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.

DBE LOCATOR REFERENCES. 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.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved.

- This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4)
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award.

If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.

- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after 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 issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for 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.

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

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

Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials 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
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a 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, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (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.

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Revised: January 1, 2011

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) One 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. Three separate telephone lines.
 - (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 plain paper fax machine with paper.
 - (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
 - (m) One electric water cooler dispenser.
 - (n) One first-aid cabinet fully equipped.
 - (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
 - (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
 - (q) One electric paper shredder.
 - (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length.”

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

“The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer.”

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 and monthly local telephone bills that, when combined, exceed \$150.”

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.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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: $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$.

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.”

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

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

“The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance 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.”

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revised: April 1, 2011

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 Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125”

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 Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
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 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

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.

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

“Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m).”

PREVENTIVE MAINTENANCE - CAPE SEAL (BDE)

Effective: January 1, 2009

Revised: April 1, 2009

Description. This work shall consist of constructing a single bituminous surface treatment (A-1) and a micro-surfacing on existing hot-mix asphalt (HMA) surfaces.

Materials. Materials shall be according to the following.

- (a) A-1 Surface Treatment. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Seal Coat Aggregate (Note 1)	1003, 1004.03
(2) Bituminous Materials (Note 2)	1032

Note 1. The seal coat aggregate shall be either fine or coarse aggregate.

When fine aggregate is used, it shall be stone sand (other than limestone and dolomite), wet bottom boiler slag, slag sand, or steel slag sand. The aggregate quality shall be Class C. The aggregate gradation shall be FA 1 (Special) or FA 4 (Special) as specified on the plans at shall meet the following.

FINE AGGREGATE GRADATIONS						
Grad. No.	Sieve Size and Percent Passing					
	3/8 in. (9.5 mm)	No. 4 (4.75 mm)	No. 8 (2.36 mm)	No. 16 (1.18 mm)	No. 40 (425 um)	No. 200 (75 um)
FA 1 (Special)	100	90 ± 10	62.5 ± 17.5	32.5 ± 7.5	7.5 ± 7.5	1.5 ± 1
FA 4 (Special)	100	--	--	2 ± 2	--	1.5 ± 1

When coarse aggregate is used, it shall be crushed gravel, crushed stone, wet bottom boiler slag, crushed slag, crushed sandstone, or crushed steel slag. The aggregate quality shall be Class C and the aggregate shall have a maximum of 25 percent chert by weight (mass). The aggregate gradation shall be CA 15, CA 16, or CA 20 as specified on the plans.

Note 2. The bituminous material shall be either a CRSP or an HFP polymer modified emulsified asphalt meeting the requirements of Article 1032.06(f)(2) of the Standard Specifications.

- (b) Micro-Surfacing. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Mineral Filler (Note 1)	1001
(2) Water	1002
(3) Coarse Aggregate (Note 2)	1004.03
(4) Latex-Modified Emulsified Asphalt (Note 3)	
(5) Additives (Note 4)	

Note 1. The mineral filler shall be Type 1 portland cement.

Note 2. The coarse aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The quality of the aggregate shall be Class B and the gradation shall be as shown in the table below.

Sieve Size	% Passing
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	95 ± 5
No. 8 (2.36 mm)	77 ± 13
No. 16 (1.18 mm)	57 ± 13
No. 30 (600 µm)	40 ± 10
No. 50 (330 µm)	24 ± 6
No. 100 (150 µm)	15 ± 6
No. 200 (75 µm)	10 ± 5

To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

The blending, alternate use, and/or substitutions of aggregates from different sources for use in this work will not be permitted without the approval of the Engineer. Any blending shall be by interlocked mechanical feeders. The blending shall be uniform, compatible with the other components of the mix, and the equipment shall be approved by the Engineer.

If blending aggregates, the blend shall have a washed gradation performed every other day or a minimum of three tests per week. Testing shall be completed before the aggregate receives final acceptance for use in the mix. All gradation tests shall be conducted according to the aggregate gradation control system (AGCS).

Aggregates shall be screened at the stockpile prior to delivery to the paving machine to remove oversized material or contaminants.

Note 3. CSS-1h Latex Modified Emulsified Asphalt. The emulsified asphalt shall be a quick-traffic latex modified asphalt emulsion containing a minimum of 3.0 percent latex solids by weight of asphalt binder. The latex shall be milled or blended into the emulsifier solution prior to the emulsification process. The CSS-1h latex modified emulsified asphalt shall be according to the following.

Test (AASHTO T 59)	Result
Viscosity, Saybolt Furol, 77 °F (25 °C), SFS	20-100
Storage Stability Test, 24 hours, %	1 max.
Particle Charge Test	Positive
Sieve Test, No. 20 (850 µm), retained on sieve, %	0.10 max.
Distillation Test, Residue from distillation test to 347 ± 9 °F (175 ± 5 °C), %	62 min.

Tests on residue from distillation	Result
Penetration, 77 °F (25 °C), 100 grams, 5 seconds, (AASHTO T 49), dmm	40-90
Ductility, 77 °F (25 °C), 50 mm/min, (AASHTO T 51), mm	400 min.
Solubility in trichloroethylene, (AASHTO T 44), %	97.5 min.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Absolute Viscosity, 140 °F (60 °C), (AASHTO T 202), Poises (Pa · sec)	8,000 (800) min.

Note 4. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

(c) Crack/Joint Sealant. The crack/joint sealant shall be a fiber-modified asphalt binder mixed at the jobsite or premixed.

(1) Jobsite-Mixed Sealant. The sealant shall consist of an asphalt binder and fibers, and be according to the following.

- a. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
- b. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, min., psi (kPa)	40,000 (275,000)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

- c. Percent Fibers. The sealant shall contain a minimum of 8.0 percent of fibers by weight (mass).
- d. Sealant Heating. The sealant shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C).

(2) Premixed Sealant. The sealant shall be packaged and consist of an asphalt binder, fibers, and other modifiers meeting the following requirements. The sealant and its components may be accepted on certification from the manufacturer that it meets the specified requirements.

- a. Asphalt Binder. The asphalt binder shall be PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
- b. Fibers. Fibers shall be short cut polyester fibers meeting the following.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, min., psi (kPa)	70,000 (482,000)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

- c. Percent Fibers. The sealant shall contain 5.0 ± 0.5 percent of fibers by weight (mass).

The sealant, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10 - 35 dmm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment. Equipment shall be according to the following.

- (a) A-1 Surface Treatment. Equipment shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Self-Propelled Pneumatic-Tired Roller (Note 1)	1101.01
(2) Mechanical Sweeper (Note 2)	1101.03
(3) Aggregate Spreaders (Note 3)	1102.04
(4) Pressure Distributor (Note 4)	1102.05
(5) Heating Equipment	1102.07

Note 1. There shall be a minimum of two rollers, with the final number of rollers determined by the rollers' abilities to maintain proper spacing with the aggregate spreader as directed by the Engineer.

Note 2. The mechanical sweeper shall be power driven and self-propelled with the broom located between the axles. The mechanical sweeper shall not use a cantilever-mounted broom and the broom rotation shall not be operated by forward movement.

Note 3. The aggregate spreader shall be a self-propelled mechanical type with the receiving hopper in the rear and shall pull the aggregate truck. The spreader shall be fitted with an automated system which provides positive interconnected control of the aggregate flow with the forward speed of the spreader. The automated system shall provide uniform and consistent aggregate application at the rate specified.

The Engineer will check the spread roll of the aggregate spreader for straightness each day before operations begin. Should the surface of the spread roll vary off a straight line along its longitudinal dimension by more than 1/16 in. (1.5 mm), the Engineer will inspect the application of aggregate for corrugations and, should these occur, the machine shall be repaired or replaced. The forward speed of the spreader during calibration shall be the same as is to be used during construction. The equipment required for aggregate spreader calibration may consist of several sheets of canvas, each being exactly 1 sq yd (0.8 sq m), and a weight scale. By making several runs at different gate openings over the sheets of canvas, placed to cover the full width applied by the spreader, and carefully measuring the aggregate on each canvas sheet, the gate opening at the pre-established speed required to apply aggregate at the specified rate may be determined.

Note 4. The pressure distributor shall have a minimum capacity of 3000 gal (11,500 L). The application rate control shall be automated and shall control the application rate regardless of ground speed or spray bar width. The computer shall have the capability of recording the application rate, gallons sprayed, square yards, and feet traveled. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform triple lap application fan spray, and the shutoff shall be instantaneous, with no dripping. The pressure distributor shall be capable of maintaining the specified application rate within ± 0.015 gal/sq yd (± 0.070 L/sq m) for each load. The spray-bar nozzles shall be turned to make the same angle with the longitudinal axis of the spray bar as recommended by the manufacturer.

Application rates shall be determined by the procedures listed in ASTM D 2995, except the sample may be taken on three 8 x 12 in. (200 x 300 mm) metal plates. The three plates shall be positioned as directed by the Engineer.

(b) Micro-Surfacing. Equipment shall be according to the following.

(1) Micro-Surfacing Mixing Machine. The machine shall be either a continuous (self-loading) machine or a non-continuous (self-contained) machine depending on the size of the project as described below. Both types of machines shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

Machines that are the continuous (self-loading) type shall be an automatic-sequenced, self-propelled, continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and be equipped with opposite-side driver stations to assist in alignment.

Non-continuous (self-contained) machines will be allowed on projects with a length of 2 lane-miles (3.2 lane-km) or less. For mainline paving, the Contractor shall have at least three self-contained machines in continuous operation to ensure appropriate production rates. Self-contained machines will also be allowed on shoulders, ramps, short applications as bridge decks, or where the material can be placed in a single loading capacity of the machine.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction. Each new or different aggregate requires a new calibration. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 30 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. Prior to the calibration process, portable scales used to calibrate the mixing machine for emulsion and aggregate shall be checked with 25 lb and 50 lb weights, respectively. Results from the standard weight checks shall be furnished to the Engineer. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

- (2) Micro-Surfacing Spreader. The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture on the surface course. The secondary strike-off shall have the same adjustments as the spreader box and shall not bounce, wobble, or chatter.

When required on the plans, before the final surface course is placed, preliminary micro-surfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 1/2 in. (13 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either 5 or 6 ft (1.5 or 1.8 m) in width. For irregular or shallow rutting of less than 1/2 in. (13 mm) in depth, a full-width scratch-coat pass may be used as directed by the Engineer utilizing either a stiff primary rubber or else a metal primary strike off. Ruts that are in excess of 1 1/2 in. (38 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for a minimum of 24 hours before additional material is placed on top of the level up.

- (3) Micro-Surfacing Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time. Calibration records, conversion formulas, and daily run sheets including the beginning and final numbers shown on the proportioning devices shall be submitted to the Engineer for approval.

During production any deviations from the original JMF shall be approved by the Engineer.

(c) Crack/Joint Sealing. Equipment shall be according to the following.

- (1) Air Compressor. The air compressor shall be capable of producing a minimum pressure of 90 psi (620 kPa) at the end of the discharge hose. The air stream shall discharge onto the pavement through an appropriate air lance. The tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the line.
- (2) Oil Kettle. The crack sealant shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2 in. (50 mm) hot asphalt pump and a recirculating pump to circulate the oil bath.

CONSTRUCTION REQUIREMENTS

Weather Limitations. Placement of the A-1 bituminous surface treatment shall be done between May 1 and August 31, with the micro-surfacing being placed according to the timeframe specified herein. Bituminous materials shall be applied only when the temperature of the air in the shade is above 55 °F (13 °C). No work shall be started if local conditions indicate that rain is imminent.

The A-1 bituminous surface treatment may be done between September 1 and September 15 provided both of the following conditions are met:

- (a) The temperature of the air in the shade is above 70 °F (20 °C) and the temperature of the surface to which the asphalt will be applied is 70 °F (20 °C) or above, and
- (b) The National Weather Service forecast for the area does not show any rain or any temperatures below 55 °F (13 °C) for the day the work is to be done or for the following five days.

Mix Design. A Contractor provided laboratory shall develop the mix design for the micro-surfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be recognized by the International Slurry Surfacing Association (ISSA) as being capable of performing mix designs. The Engineer will verify the laboratory tests required in ISSA A143 have been conducted.

Proportions for the mix design shall be within the following limits.

Mineral Aggregate, dry weight (mass) lb/sq yd (kg/sq m)	15-50 (8-30)
Latex Emulsified Asphalt Residue, % by wt. of Aggregate	5.5-10.5
Latex Base Modifier	As required with % by weight (mass) of binder min. of 3.0
Mix Set Additive	As required
Mineral Filler, % by weight (mass) of aggregate	0.25 - 3 depending on weather conditions

The amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the aggregate gradation.

The amount and type of latex shall be determined by the laboratory performing the mix design. The minimum amount required shall be based on asphalt weight content and shall be certified by the emulsion supplier.

Compatibility of the aggregate, latex-modified emulsified asphalt, mineral filler, and other additives shall be verified by the mix design. The materials shall meet the following requirements for ISSA A143.

ISSA Test No.	Description	Specification
ISSA TB-139	Wet Cohesion @ 30 minutes min. (Set) @ 60 minutes min. (Traffic)	12 kg-cm min. 20 kg-cm min. or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 gm/sq ft (538 gm/sq m) max.
ISSA TB-114	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	50 gm/sq ft (538 gm/sq m) max. 75 gm/sq ft (807 gm/sq m) max.
ISSA TB-147	Lateral Displacement	5% max.
	Specific Gravity after 1,000 Cycles of 25 lb (11.34 kg)	2.10 max.
ISSA TB-144	Classification Compatibility	11 Grade Points min. (AAA, BAA)
ISSA TB-113	Mix Time @ 77 °F (25 °C)	Controllable to 120 seconds min.

The mixing test and set-time test shall be checked at the highest temperatures expected during construction.

The mix design shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and latex-modified asphalt emulsion based on the dry weight of the aggregate.

For the aggregate blend in the mix design, test results for AASHTO T 176 shall be provided with the mix information to the Engineer. Aggregate test values below 65 shall require review and approval from the Engineer.

Before the work commences, the Contractor shall submit to the Engineer a complete mix design covering the specific materials to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. The Engineer shall approve the mix design prior to its use. After approval, no substitutions will be permitted, unless approved by the Engineer, and the Contractor shall maintain continuous control of the latex-modified emulsified asphalt to dry aggregate proportioning to conform to the approved mix design within a tolerance of ± 2 gal/ton (± 8 L/metric ton).

Micro-Surfacing Test Strip. For projects over 100,000 sq yd (83,600 sq m), at least one day prior to starting the project the Contractor shall designate a mutually agreeable location and apply a test strip of micro-surfacing using the aggregate indicated in the mix design. The Engineer will evaluate the micro-surfacing application rate and cure time.

Surface Preparation. Pavement markings shall be removed according to Article 783.03(a) of the Standard Specifications. Only very small particles of tightly adhering existing markings may remain in place.

When specified in the plans, pavement markers shall be removed according to Article 783.03(b) of the Standard Specifications.

Bumps greater than or equal to 1/2 in. (13 mm) shall be removed by grinding. The Contractor shall determine bump grinding locations in the presence of the Engineer by using a 16 ft (5 m) straightedge with the scratcher bolts set to 1/2 in. (13 mm). All locations marked by the scratcher bolts shall be ground using either a grinding machine consisting of multiple saws or a cold-milling machine with a double- or triple-wrap milling head.

Joints and cracks 3/16 in. (5 mm) or wider shall be cleaned of loose and unsound material and sealed. The sealant shall be applied only when the joints and cracks are clean and dry and the ambient temperature is 40-85 °F (4-29 °C). The sealant shall be applied using a pressurized wand delivery system with such devices as necessary to seal the cracks/joints and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealer may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

Prior to applying the A-1 bituminous surface treatment, the pavement surface shall be cleaned.

Manholes, valve boxes, drop inlets, and other service entrances shall be protected from the cape seal by a suitable method. The surface preparation shall be approved by the Engineer prior to application of the A-1 bituminous surface treatment. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

Calibration. The working day prior to starting construction of the A-1 bituminous surface course, the pressure distributor and aggregate spreader shall be calibrated and adjusted according to the manufacturer's recommendations. At least three days prior to starting the work the Contractor shall provide the Engineer with a copy of the manufacturer's recommendations for the equipment to be used. All calibrations and adjustments shall be made in the presence of the Engineer on a level surface at a location approved by the Engineer. The Contractor shall maintain proper calibration and adjustment of the equipment and the Engineer reserves the right to check application rates as the work progresses. Should the equipment fail to consistently apply the specified rates, the work shall be stopped and the Contractor shall recalibrate and readjust the equipment.

Application. The cape seal shall be applied as shown on the plans and the following.

- (a) A-1 Bituminous Surface Treatment. The bituminous material and aggregate shall be applied according to the following.

- (1) Application Rates. Based upon the aggregate gradation to be used, the Contractor shall determine the application rates of bituminous material and seal coat aggregate. The application rates along with the seal coat gradations shall be submitted to the Engineer for approval prior to the start of work. Application rates shall be according to the following table for the aggregate type shown on the plans, and shall result in aggregate embedment between 50 and 70 percent behind the roller. Changes in the application rate of greater than 15 percent shall be resubmitted to the Engineer for approval.

Aggregate Type	Bituminous Material Rate	Aggregate Rate
CA 15	0.38 – 0.46 gal/sq yd (1.7 – 2.1 L/sq m)	22 – 30 lb/sq yd (12 – 16 kg/sq m)
CA 16	0.36 – 0.40 gal/sq yd (1.6 – 1.8 L/sq m)	18 – 26 lb/sq yd (8 – 14 kg/sq m)
CA 20	0.36 – 0.40 gal/sq yd (1.6 – 1.8 L/sq m)	18 – 26 lb/sq yd (8 – 14 kg/sq m)
FA 1 (Special)	0.26 – 0.30 gal/sq yd (1.2 – 1.4 L/sq m)	16 – 20 lb/sq yd (9 – 11 kg/sq m)
FA 4 (Special)	0.28 – 0.36 gal/sq yd (1.3 – 1.6 L/sq m)	18 – 24 lb/sq yd (10 – 13 kg/sq m)

- (2) Preparation of Bituminous Material. The temperature of the bituminous material at the time of application shall be such that it will spray uniformly without clogging the spraying nozzles and shall be applied within the temperature ranges of 150 – 190 °F (65 – 90 °C).
- (3) Preparation of Aggregate. The aggregate shall be stockpiled near the jobsite according to Article 1003.01(e) or 1004.01(e) of the Standard Specifications. The aggregate used shall contain no free moisture. Slightly damp aggregate may be used with the approval of the Engineer.
- (4) Application of Bituminous Material. The bituminous material shall be applied with a pressure distributor. The entire length of the spray bar shall be set at the height above the surface recommended by the manufacturer for even distribution of the bituminous material.

The distributor shall be operated in a manner such that missing or overlapping of transverse joints is avoided. To prevent overlapping of successive applications of bituminous material at transverse joints, heavy paper shall be spread over the previously applied bituminous material and aggregates. In order to obtain a uniform application of the bituminous material, the distributor shall be traveling at the speed required for the specified rate of application when the spray bar crosses the paper.

Adjacent construction, such as concrete pavement, curb and gutter, bridge floors, raised reflective pavement markers, and bridge handrails, shall be protected by shields, covers or other means. If bituminous material is applied to adjacent construction, the Contractor shall remove such material to the satisfaction of the Engineer.

The emulsified asphalt shall not be applied when the wind conditions will inhibit uniform coverage from the fans of asphalt being applied.

- (5) Application of Aggregates. The seal coat aggregates shall be spread evenly with an aggregate spreader over the entire surface being treated. When treating one-half of the pavement width at a time, an inside strip of uncovered emulsified asphalt 3 in. (75 mm) wide shall be left during construction of the first half to provide center joint overlap when the second half of the treatment is placed. In all cases, the aggregate shall be applied ahead of the truck or spreader wheels. Hand spreading will be permitted only when approved by the Engineer and, when so permitted, the aggregate shall be spread uniformly and at the approximate rate specified. Any ridges of aggregate left by the aggregate spreader shall be smoothed out with hand brooms immediately behind the aggregate spreader.

All equipment involved in the work shall operate as close to each other as practical. The aggregate shall cover the asphalt emulsion within 30 seconds of applications. At no time shall the aggregate spreader trail the pressure distributor by more than 150 ft (45 m) to ensure proper asphalt/aggregate adhesion.

Each aggregate truck shall be equipped with a suitable hitch for connection to the aggregate spreader while unloading. The trucks shall avoid contact between the truck body or bed and the aggregate spreader. The body or bed of the truck shall be modified, if necessary, to empty cleanly and completely into the receiving hopper of the aggregate spreader. No aggregate shall be allowed to spill onto the road surface when the truck is emptying into this hopper.

The aggregate shall be rolled following spreading. A maximum time of five minutes will be allowed between the spreading of aggregate and completion of the initial rolling of the aggregate. The rollers shall proceed in a longitudinal direction at a speed less than or equal to 5 mph (8 km/h). Each roller shall travel over the aggregate a minimum of two times. The entire surface shall be rolled immediately with a self-propelled pneumatic-tired roller. Rolling shall proceed in a longitudinal direction beginning at the edges and progressing toward the center, overlapping on successive trips by at least 1/2 the width of the roller. The aggregate shall then be rolled with a separate pneumatic-tired roller until the aggregate is properly seated in the bituminous material.

The Contractor shall use the appropriate sweeping equipment to perform an initial sweeping after a minimum of two hours curing and not less than one hour before sunset on the day the A-1 surface treatment is placed. The initial sweeping shall remove excess aggregate by lightly sweeping each pavement lane. The sweeping shall be sufficient to prevent migration of loose aggregate back onto any part of the pavement.

The Contractor shall sweep the pavement surface as needed to remove excess aggregate.

- (b) Micro-Surfacing. This method shall consist of applying the surface mix within a maximum of 12 calendar days of placing the A-1 bituminous surface treatment.

The Contractor shall sweep the pavement surface immediately prior to applying the micro-surfacing.

The surface shall be prewetted by water fogging ahead of the spreader box when road conditions require, as determined by the Engineer. The rate of fogging shall be adjusted during the day based on pavement temperature, surface texture, and dryness.

- (1) Application. The micro-surfacing shall be applied over the entire width of each lane in a single pass at a rate of 24 lb/sq yd (13 kg/sq m). The application rate shall be verified from daily readings taken from the proportioning devices during the progress of the work.

The paving mixture shall be spread to leave a uniform surface. A sufficient amount of material shall be carried at all times in all parts of the spreader box to ensure complete coverage. Overloading of the spreader shall be avoided. No lumps or uncoated aggregate will be permitted in the finished surface.

Adjustments to the mix design may be required during construction, based on field conditions. The percent of mineral filler in the mix design may be increased or decreased by less than 0.3 percent when the slurry seal is being placed if it is found to be necessary for better consistency or set times. The Engineer will give final approval for all adjustments.

- (2) Mix Consistency. The finished product shall be uniform in color and composition. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 in. (13 mm) wide and 4 in. (100 mm) long, or 1 in. (25 mm) wide and 3 in. (75 mm) long, in any 30 sq yd (25 sq m) area. No transverse ripples or longitudinal streaks of 0.25 in. (6 mm) in depth will be permitted, when measured by placing a 10 ft (3 m) straightedge over the surface.
- (3) Mix Stability. The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while placing micro-surfacing material.
- (4) Joints and Edges. The Contractor shall devise a joint plan according to ISSA A143 and submit to the Engineer for approval. When practical, the surface course joint shall be at least 10 in. (255 mm) away from the nearest edge of any subsequent permanent pavement markings.

Micro-surfacing edges shall be parallel with the existing pavement edges. If the existing pavement edge cannot be used to give a straight edge, a stringline or other guide will be required. Edge lines shall not vary by more than ± 2 in. (± 50 mm) horizontally in any 100 ft (30 m) of length.

A smooth, neat seam shall be provided where two passes meet. Excess material shall be immediately removed from the ends of each run. Any damage to, or irregularities in, the micro-surfacing shall be repaired, as directed by the Engineer. All repairs shall be made with a paver box, except areas designated as hand work areas.

- (5) Hand Work. Those areas inaccessible to the spreader box and other areas approved by the Engineer shall be designated as hand work areas. Adjustments to the additive will be permitted to provide a slower setting time when hand spreading is needed. If hand spreading is necessary, the mixture shall be poured in a small windrow along one edge of the surface to be covered and then spread uniformly by a hand squeegee or lute. Hand work areas shall have an appearance consistent with that being placed with a spreader box.

Clean-Up. All areas, such as manholes, gutters, and intersections, shall have the cape seal removed as specified by the Engineer. The Contractor shall, on a daily basis, remove any debris associated with the performance of the work.

Sampling and Testing. The Contractor shall check yield of the application after the first 1000 ft (300 m), and throughout each day's paving, with a minimum of three tests per day. Yield check results shall be furnished to the Engineer daily.

The Contractor shall submit a daily "run sheet" for each day's work as soon as all the data is available. The run sheet shall provide a breakdown of the actual meter numbers and quantities of all materials actually used each day, as well as the respective locations.

Opening to Traffic. The A-1 bituminous surface treatment portion shall be opened to traffic according to Article 701.17(c)(4) of the Standard Specifications.

The micro-surfacing shall be opened to traffic within one hour of its application.

Curing. The micro-surfacing shall cure for a minimum of seven days before placement of the permanent pavement markings.

Method of Measurement. Crack/joint sealing will be measured for payment in feet (meters), measured along the crack.

Pavement marking removal and pavement marker removal will be measured for payment according to Article 783.05 of the Standard Specifications.

The cape seal will be measured for payment in place and the area computed in square yards (square meters). The width for measurement will be the width of the top surface as shown on the plans or as directed by the Engineer.

Basis of Payment. Crack/joint sealing will be paid for at the contract unit price per foot (meter) for FIBER-MODIFIED ASPHALT CRACK SEALING.

Bump removal will be paid for at the contract unit price per each for BUMP REMOVAL.

Pavement marking removal and pavement marker removal will be paid for according to Article 783.06 of the Standard Specifications.

Cape seal will be paid for at the contract unit price per square yard (square meter) for CAPE SEAL.

PREVENTIVE MAINTENANCE - MICRO-SURFACING (BDE)

Effective: January 1, 2009

Description. This work shall consist of micro-surfacing hot-mix asphalt (HMA) surfaces.

Materials. Materials shall be according to the following.

- (a) Micro-Surfacing. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Mineral Filler (Note 1)	1001
(2) Water	1002
(3) Coarse Aggregate (Note 2)	1004.03
(4) Bituminous Material (Prime Coat)	1032.06
(5) Latex-Modified Emulsified Asphalt (Note 3)	
(6) Additives (Note 4)	

Note 1. The mineral filler shall be Type 1 portland cement.

Note 2. The coarse aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The quality of the aggregate shall be Class B and the gradation shall be as shown in the table below.

Sieve Size	Type II % Passing	Type III % Passing ^{1/}
3/8 in. (9.5 mm)	100	100
#4 (4.75 mm)	95 ± 5	80 ± 10
#8 (2.36 mm)	77 ± 13	57 ± 13
#16 (1.18 mm)	57 ± 13	39 ± 11
#30 (600 µm)	40 ± 10	26 ± 8
#50 (330 µm)	24 ± 6	18 ± 7
#100 (150 µm)	15 ± 6	12 ± 6
#200 (75 µm)	10 ± 5	10 ± 5

1/ Rut filling mixes shall be constructed using a Type III gradation. All surface mixes shall be constructed using a Type II gradation.

To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

The blending, alternate use, and /or substitutions of aggregates from different sources for use in this work will not be permitted without the approval of the Engineer.

Any blending shall be by interlocked mechanical feeders. The blending shall be uniform, compatible with the other components of the mix, and the equipment shall be approved by the Engineer.

If blending aggregates, the blend shall have a washed gradation performed every other day or a minimum of three tests per week. Testing shall be completed before the aggregate receives final acceptance for use in the mix. All gradation tests shall be conducted according to the aggregate gradation control system (AGCS).

Aggregates shall be screened at the stockpile prior to delivery to the paving machine to remove oversized material or contaminants.

Note 3. CSS-1h Latex Modified Emulsified Asphalt. The emulsified asphalt shall be a quick-traffic latex modified asphalt emulsion containing a minimum of 3.0 percent latex solids by weight of asphalt binder. The latex shall be milled or blended into the emulsifier solution prior to the emulsification process. The CSS-1h latex modified emulsified asphalt shall be according to the following.

Test (AASHTO T 59)	Result
Viscosity, Saybolt Furol, 77 °F (25 °C), SFS	20-100
Storage Stability Test, 24 hours, %	1 max.
Particle Charge Test	Positive
Sieve Test, No. 20 (850 µm), retained on sieve, %	0.10 max.
Distillation Test, Residue from distillation test to 347 ± 9 °F (175 ± 5 °C), %	62 min.

Tests on residue from distillation	Result
Penetration, 77 °F (25 °C), 100 grams, 5 seconds, (AASHTO T 49), dmm	40-90
Ductility, 77 °F (25 °C), 50 mm/min, (AASHTO T 51), mm	400 min.
Solubility in trichloroethylene, (AASHTO T 44), %	97.5 min.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Absolute Viscosity, 140 °F (60 °C), (AASHTO T 202), Poises (Pa · sec)	8,000 (800) min.

Note 4. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

(b) Crack/Joint Sealant. The crack/joint sealant shall be a fiber-modified asphalt binder mixed at the jobsite or premixed.

(1) Jobsite-Mixed Sealant. The sealant shall consist of an asphalt binder and fibers, and be according to the following.

- a. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
- b. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13 - 16
Crimps	None
Tensile Strength, min., psi (kPa)	40,000 (275,000)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

- c. Percent Fibers. The sealant shall contain a minimum of 8.0 percent of fibers by weight (mass).
 - d. Sealant Heating. The sealant shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C)..
- (2) Premixed Sealant. The sealant shall be packaged and consist of an asphalt binder, fibers, and other modifiers meeting the following requirements. The sealant and its components may be accepted on certification from the manufacturer that it meets the specified requirements.

- a. Asphalt Binder. The asphalt binder shall be PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.
- b. Fibers. Fibers shall be short cut polyester fibers meeting the following.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, minimum, psi (kPa)	70,000 (482,000)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

- c. Percent Fibers. The sealant shall contain 5.0 ± 0.5 percent of fibers by weight (mass).

The sealant, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 dmm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment. Equipment shall be according to the following.

(a) Micro-Surfacing. Equipment shall be according to the following.

- (1) Micro-Surfacing Mixing Machine. The machine shall be either a continuous (self-loading) machine or a non-continuous (self-contained) machine depending on the size of the project as described below. Both types of machines shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

Machines that are the continuous (self-loading) type shall be an automatic-sequenced, self-propelled, continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and be equipped with opposite-side driver stations to assist in alignment.

Non-continuous (self-contained) machines will be allowed on projects with a length of 2 lane-miles (3.2 lane-km) or less. For mainline paving, the Contractor shall have at least three self-contained machines in continuous operation to ensure appropriate production rates. Self-contained machines will also be allowed on shoulders, ramps, short applications such as bridge decks, or where the material can be placed in a single loading capacity of the machine.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction. Each new or different aggregate requires a new calibration. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 30 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. Prior to the calibration process, portable scales used to calibrate the mixing machine for emulsion and aggregate shall be checked with 25 lb and 50 lb weights, respectively. Results from the standard weight checks shall be furnished to the Engineer. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

- (2) Micro-Surfacing Spreader. The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point.

The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture on the surface course. The secondary strike-off shall have the same adjustments as the spreader box and shall not bounce, wobble, or chatter.

When required on the plans, before the final surface course is placed, preliminary micro-surfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 1/2 in. (13 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either 5 or 6 ft (1.5 or 1.8 m) in width. For irregular or shallow rutting of less than 1/2 in. (13 mm) in depth, a full-width scratch-coat pass may be used as directed by the Engineer utilizing either a stiff primary rubber or else a metal primary strike off. Ruts that are in excess of 1 1/2 in. (38 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for a minimum of 24 hours before additional material is placed on top of the level up.

- (3) Micro-Surfacing Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time. Calibration records, conversion formulas, and daily run sheets including the beginning and final numbers shown on the proportioning devices shall be submitted to the Engineer for approval. During production any deviations from the original JMF shall be approved by the Engineer.

(b) Crack/Joint Sealing. Equipment shall be according to the following.

- (1) Air Compressor. The air compressor shall be capable of producing a minimum pressure of 90 psi (620 kPa) at the end of the discharge hose. The air stream shall discharge onto the pavement through an appropriate air lance. The tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the line.
- (2) Oil Kettle. The crack sealant shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2 in. (50 mm) hot asphalt pump and a recirculating pump to circulate the oil bath.

CONSTRUCTION REQUIREMENTS

General. The paving mixture shall be capable of filling up to 1 1/2 in. (38 mm) wheel ruts in one pass, be capable of field regulation of the setting time, and be suitable for nighttime placement. The compatibility of all ingredients of the mix, including the mix set additive, shall be certified by the emulsified asphalt manufacturer.

Weather Limitations. Placement of the micro-surfacing shall be done between May 1 and October 15, and when the temperature is at least 50 °F (10 °C) and rising and the forecast for the next 24 hours is above 40 °F (5 °C).

Mix Design. A Contractor provided laboratory shall develop the mix design for the micro-surfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be recognized by the International Slurry Surfacing Association (ISSA) as being capable of performing mix designs. The Engineer will verify the laboratory tests required in ISSA A143 have been conducted.

Proportions for the mix design shall be within the following limits.

Mineral Aggregate, dry weight (mass) lb/sq yd (kg/sq m)	15-50 (8-30)
Latex Emulsified Asphalt Residue, % by wt. of Aggregate	5.5-10.5
Latex Base Modifier	As required with % by weight (mass) of binder, min. of 3.0
Mix Set Additive	As required
Mineral Filler, % by weight (mass) of Aggregate	0.25 - 3 depending on weather conditions

The amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the aggregate gradation.

The amount and type of latex shall be determined by the laboratory performing the mix design. The minimum amount required shall be based on asphalt weight content and shall be certified by the emulsion supplier.

Compatibility of the aggregate, latex-modified emulsified asphalt, mineral filler, and other additives shall be verified by the mix design. The materials shall meet the following requirements for ISSA A143.

ISSA Test No.	Description	Specification
ISSA TB-139	Wet Cohesion @ 30 minutes min. (Set) @ 60 minutes min. (Traffic)	12 kg-cm min. 20 kg-cm min. or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 gm/sq ft (538 gm/sq m) max.
ISSA TB-114	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	50 gm/sq ft (538 gm/sq m) max. 75 gm/sq ft (807 gm/sq m) max.
ISSA TB-147	Lateral Displacement	5% max.
	Specific Gravity after 1,000 Cycles of 25 lb (11.34 kg)	2.10 max.
ISSA TB-144	Classification Compatibility	11 Grade Points min. (AAA, BAA)
ISSA TB-113	Mix Time @ 77 °F (25 °C)	Controllable to 120 seconds Min.

The mixing test and set-time test shall be checked at the highest temperatures expected during construction.

The mix design shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and latex-modified asphalt emulsion based on the dry weight of the aggregate.

For the aggregate blend in the mix design, test results for AASHTO T 176 shall be provided with the mix information to the Engineer. Aggregate test values below 65 shall require review and approval from the Engineer.

Before the work commences, the Contractor shall submit to the Engineer a complete mix design covering the specific materials to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. The Engineer shall approve the mix design prior to its use. After approval, no substitutions will be permitted, unless approved by the Engineer, and the Contractor shall maintain continuous control of the latex-modified emulsified asphalt to dry aggregate proportioning to conform to the approved mix design within a tolerance of ± 2 gal/ton (± 8 L/metric ton).

Test Strip. For projects over 100,000 sq yd (83,600 sq m), at least one day prior to starting the project the Contractor shall designate a mutually agreeable location and apply a test strip of micro-surfacing using the aggregate indicated in the mix design. The Engineer will evaluate the micro-surfacing application rate and cure time.

Surface Preparation. Pavement markings shall be removed according to Article 783.03(a) of the Standard Specifications. Only very small particles of tightly adhering existing markings may remain in place.

When specified in the plans, pavement markers shall be removed according to Article 783.03(b) of the Standard Specifications.

Bumps greater than or equal to 1/2 in. (13 mm) shall be removed by grinding. The Contractor shall determine bump grinding locations in the presence of the Engineer by using a 16-ft (5-m) straightedge with the scratcher bolts set to 1/2 in. (13 mm). All locations marked by the scratcher bolts shall be ground using either a grinding machine consisting of multiple saws or a cold-milling machine with a double- or triple-wrap milling head.

Joints and cracks 3/16 in. (5 mm) or wider shall be cleaned of loose and unsound material and sealed. The sealant shall be applied only when the joints and cracks are clean and dry, and the ambient temperature is 40-85 °F (4-29 °C). The sealant shall be applied using a pressurized wand delivery system with such devices as necessary to seal the cracks/joints and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

Micro-Surfacing. The micro-surfacing shall be applied as shown on the plans and the following.

- (a) Preparation. Prior to applying the micro-surfacing, the pavement surface shall be cleaned. On highly oxidized surfaces, a prime coat shall be applied at a rate of 0.05-0.10 gal/sq yd (0.22-0.45 L/sq m) according to Article 406.05(b) of the Standard Specifications. Manholes, valve boxes, drop inlets, and other service entrances shall be protected from the micro-surfacing by a suitable method. The surface preparation shall be approved by the Engineer prior to the application of the micro-surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road will be permitted.

The Contractor shall apply the micro-surfacing according to the following methods.

- (1) Micro-Surfacing Rut Filling. This method shall consist of filling each of the two wheelpath ruts in a lane using the specially designed rutbox and the rutfill (Type III) mix. It shall be the Contractor's responsibility to determine and estimate the quantities of rutfill mix required for rut filling. This work is then followed by one pass of micro-surfacing as described below.
- (2) Micro-Surfacing, Single Pass. This method shall consist of applying the surface mix over the entire width of each lane in one pass using the gradation and application rate shown on the plans.

Determinations of application rates shall be from daily readings taken from the material control devices during the progress of the work.

The pavement surface shall be prewetted by water fogging ahead of the spreader box when road conditions require, as determined by the Engineer. The rate of fogging shall be adjusted during the day based on pavement temperature, surface texture, and dryness.

The paving mixture shall be spread to fill minor cracks and shallow potholes and leave a uniform surface. Care shall be taken when rut filling to restore the designed profile of the pavement cross section. Excess crowning (over-filling) of rut areas shall be avoided. A sufficient amount of material shall be carried at all times in all parts of the spreader box to ensure complete coverage. Overloading of the spreader shall be avoided. No lumps or uncoated aggregate will be permitted in the finished surface.

Adjustments to the mix design may be required during construction, based on field conditions. The percent of mineral filler in the mix design may be increased or decreased by less than 0.3 percent when the slurry seal is being placed if it is found to be necessary for better consistency or set times. The Engineer will give final approval for all adjustments.

- (b) Mix Consistency. The finished product shall be uniform in color and composition. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 in. (13 mm) wide and 4 in. (100 mm) long, or 1 in. (25 mm) wide and 3 in. (75 mm) long, in any 30 sq yd (25 sq m) area. No transverse ripples or longitudinal streaks of 0.25 in. (6 mm) in depth will be permitted, when measured by placing a 10 ft (3 m) straightedge over the surface.

- (c) **Mix Stability.** The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while placing micro-surfacing material.
- (d) **Joints and Edges.** The Contractor shall devise a joint plan according to ISSA A143 and submit to the Engineer for approval. When practical, the surface course joint shall be at least 10 in. (255 mm) away from the nearest edge of any subsequent permanent pavement markings.

Micro-surfacing edges shall be parallel with the existing pavement edges. If the existing pavement edge cannot be used to give a straight edge, a stringline or other guide will be required. Edge lines shall not vary by more than ± 2 in. (50 mm) horizontally in any 100 ft (30 m) of length.

A smooth, neat seam shall be provided where two passes meet. Excess material shall be immediately removed from the ends of each run. Any damage to, or irregularities in, the micro-surfacing shall be repaired, as directed by the Engineer. All repairs shall be made with a paver box, except areas designated as hand work areas.

- (e) **Hand Work.** Those areas inaccessible to the spreader box and approved by the Engineer shall be designated as hand work areas. Adjustments to the additive will be permitted to provide a slower setting time when hand spreading is needed. If hand spreading is necessary, the mixture shall be poured in a small windrow along one edge of the surface to be covered and then spread uniformly by a hand squeegee or lute. Hand work areas shall have an appearance consistent with that being placed with a spreader box.

Clean-Up. All areas, such as manholes, gutters, and intersections, shall have the micro-surfacing mix removed as specified by the Engineer. The Contractor shall, on a daily basis, remove any debris associated with the performance of the work.

Sampling and Testing. The Contractor shall check yield of the application after the first 1000 ft (300 m), and throughout each day's paving, with a minimum of three tests per day. Yield check results shall be furnished to the Engineer daily.

The Contractor shall submit a daily "run sheet" for each day's work as soon as all the data is available. The run sheet shall provide a breakdown of the actual meter numbers and quantities of all materials actually used each day, as well as the respective locations.

Opening to Traffic. The micro-surfacing shall be opened to traffic within one hour of its application.

Curing. The micro-surfacing shall cure for a minimum of 7 days before placement of the permanent pavement markings.

Method of Measurement. This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. Crack/Joint sealing will be measured for payment in feet (meters), measured along the crack.

Pavement marking removal will be measured for payment according to Article 783.05 of the Standard Specifications.

The micro-surfacing will be measured according to the following for the method of application provided in the plans.

- (1) Micro-Surfacing Rut Filling. Micro-surfacing rut filling will be measured for payment in place in feet (meters) along the wheel path or filled rut.
- (2) Micro-surfacing, Single Pass. Micro-surfacing, single pass will be measured for payment in place and the area computed in square yards (square meters). The width for measurement will be the width of the top surface as shown on the plans or as directed by the Engineer.

Prime coat, when required, will be measured for payment according to Article 406.13(b) of the Standard Specifications.

Basis of Payment. Crack/joint sealing will be paid for at the contract unit price per foot (meter) of FIBER-MODIFIED ASPHALT CRACK SEALING.

Bump removal will be paid for at the contract unit price per each for BUMP REMOVAL.

Pavement marking removal and pavement marker removal will be paid for according to Article 783.06 of the Standard Specifications.

Rut filling will be paid for at the contract unit price per foot (meter) for MICRO-SURFACING RUT FILLING.

Micro-surfacing, single pass will be paid for at the contract unit price per square yard (square meter) for MICRO-SURFACING, SINGLE PASS, of the type specified.

Prime coat, when required, will be paid for according to Article 406.14 of the Standard Specifications.

SELECTION OF LABOR (BDE)

Effective: July 2, 2010

Revise Section I of Check Sheet #5 of the Recurring Special Provisions to read:

"I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

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 according to 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.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

TEMPORARY RAISED PAVEMENT MARKER (BDE)

Effective: January 1, 2009

Description. This work shall consist of furnishing and installing temporary raised pavement markers.

Materials. The marker body shall be approximately 0.06 in. (1.5 mm) thick polyurethane formed in an "L" shape.

The base of the marker shall be approximately 4 in. (100 mm) wide by 1.125 in. (28 mm) long with a solid 0.125 in. (3.2 mm) thick butyl rubber adhesive pad protected with a release paper. The vertical portion of the marker shall be approximately 4 in. (100 mm) wide by 2 in. (50 mm) high.

A cube-corner micro-prism reflective tape material shall be placed horizontally along both sides at the top of the vertical section of the marker. The reflective material shall be recessed in an "I-Beam" design to protect the reflective material from aggregate. A clear flexible polyvinyl chloride plastic cover is to be attached to the vertical section of the marker with a heavy duty staple to cover the reflective material during surfacing operations. The flexible raised pavement marker shall be readily visible at night when viewed with high beam automobile headlamps from a distance of at least 300 ft (90 m).

Construction Requirements

Application. The temporary markers shall be installed at the centerline or lane line(s) prior to application of any surface treatment which would cover the existing pavement markings. Temporary markers shall also be applied at edge lines when specified on the plans.

For temporary replacement of skip dash markings, an abbreviated pattern of two markers spaced 4 ft (1.2 m) apart with a maximum spacing of 40 ft (12 m) between sets of markers shall be used. For temporary replacement of solid lines, one marker shall be placed every 5 ft (1.5 m). The marker color and location shall match the existing line color and location.

Basis of Payment. This work will be paid for at the contract unit price per each for TEMPORARY RAISED PAVEMENT MARKER.

TRUCK MOUNTED/TRAILER MOUNTED ATTENUATORS (BDE)

Effective: January 1, 2010

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

"(k) Truck Mounted/Trailer Mounted Attenuators 1106.02"

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

"(h) Truck Mounted/Trailer Mounted Attenuators (TMA). TMA units shall have a roll ahead distance in the event of an impact. The TMA shall be between 100 and 200 ft (30 and 60 m) behind the vehicle ahead or the workers. This distance may be extended by the Engineer.

TMA host vehicles shall have the parking brake engaged when stationary.

The driver and passengers of the TMA host vehicle should exit the vehicle if the TMA is to remain stationary for 15 minutes or more in duration."

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

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be a NCHRP 350 approved unit for Test Level 3. Test Level 2 may be used as directed by the Engineer for normal posted speeds less than or equal to 45 mph.”

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revise Article 105.07 of the Standard Specifications to read:

“**105.07 Cooperation with Utilities.** The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

“When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply.”

Revise Article 107.31 of the Standard Specification to read:

“**107.31 Reserved.**”

Add the following four Articles to Section 107 of the Standard Specifications:

“**107.37 Locations of Utilities within the Project Limits.** All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

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

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor’s Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor’s operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

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

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
- (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
 - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

- (b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:

- (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
 - (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.
- (c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work will be paid for according to Article 109.04(b)(4). The length of time paid for will be the time between start of delay and eight hours working time from start of shift being worked.

For delays exceeding the initial shift, excluding Saturdays, Sundays, and holidays, Contractor-owned equipment idled by the delay which cannot be used on other work and remaining at the work site, will be paid at one-half the rate permitted in Article 109.04(b)(4) using a maximum eight hours per day for computation purposes. Equipment rented from an independent source will be paid at rates being paid by the Contractor plus move-in move-out costs, but the total amount paid will not exceed three weeks rental.

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid.

Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

- (d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **15** working days.

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

Effective: April 1, 2009

Revised: July 1, 2009

Description. 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	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

Metric Units

Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth
C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	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_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
 FPI_L = 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_P 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.

Basis of Payment. 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:

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

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 provision as part of the contract plans for the following categories of work?

- 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:** _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
VARIOUS ROUTES
SECTION D4 2P RESURFACE 2011-1
MCDONOUGH AND HENDERSON COUNTIES
C-94-029-11

SHEET 1 OF 13
D-94-017-11

INDEX OF SHEETS

1. COVER SHEET
2. SIGNATURES/COMMITMENTS
3. GENERAL/JOB SPECIFIC NOTES
4. SUMMARY OF QUANTITIES
- 5-10. LOCATION MAPS/TYPICAL SECTIONS
11. SCHEDULE OF QUANTITIES
- 12-13. CADD STANDARD
780001

STANDARDS

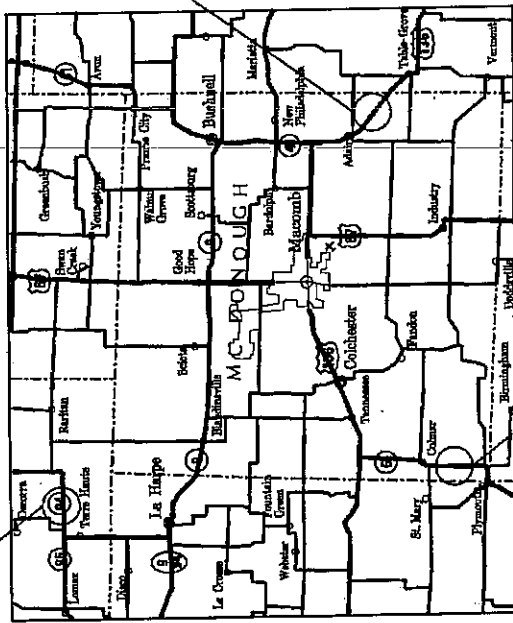
- 701301-04
- 701306-03
- 701311-03
- 701901-01
- 780001-02



LOCATION #3
IL 94

LOCATION #2
US 136

LOCATION #1
IL 61



IL 94
GROSS LENGTH: 4.07 MI.
NET LENGTH: 4.07 MI.

IL 61
GROSS LENGTH: 4.53 MI.
NET LENGTH: 4.37 MI.

US 136
GROSS LENGTH: 5.81 MI.
NET LENGTH: 5.81 MI.

IL 94
ADT= 650 (2009)
MU= 6%
SU= 6%

IL 61
ADT= 1100 (2009)
MU= 4%
SU= 4%

US 136
ADT= 2350 (2009)
MU= 7%
SU= 3%

PROJECT DESCRIPTION
THIS PROJECT CONSISTS OF PREVENTIVE MAINTENANCE (CAPE SEAL AND MICRO-SURFACING) ON VARIOUS ROUTES IN THE WESTERN HALF OF DISTRICT 4.

J.L.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-482-0723

CONTRACT NO. 68A23
CATALOG NO. 034627-00D

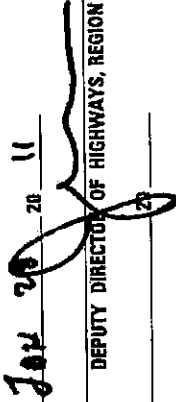
PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

COMMITMENTS

THERE ARE NO COMMITMENTS FOR THIS PROJECT.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SUBMITTED Jan 20 2011


DEPUTY DIRECTOR OF HIGHWAYS, REGION ENGINEER

ENGINEER OF DESIGN AND ENVIRONMENT

DIRECTOR OF HIGHWAYS, CHIEF ENGINEER

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		SIGNATURES / COMMITMENTS		COUNTIES		SHEET
ROUTE	SECTION	MC. DONOUGH/HENDERSON	TOTAL	NO.		
F.A. YAR.	VARIOUS	CONTRACT NO. 68A23	13	2		
MKD. YAR.						

ENGINEERS FIELD OFFICE

Add the following sentence to the end of paragraph 670.02 (I) and 670.04 (e):
All of the telephone lines provided shall have unpublished numbers.

NO PASSING ZONE VERIFICATION

THE RESIDENT SHALL CONTACT OPERATIONS TO VERIFY THE LOCATION OF NO PASSING ZONES PRIOR TO PLACEMENT OF CENTERLINE STRIPING.

SURFACE TESTS

SMOOTHNESS TESTS ON THE COMPLETED SURFACE WILL NOT BE REQUIRED; BUT THE ENGINEER RESERVES THE RIGHT TO REQUIRE CORRECTIVE MEASURES WHEN OBVIOUS SURFACE VARIATIONS ARE PRESENT.

CAPE SEAL TREATMENT

THE MATERIALS FOR THE A-1 SURFACE SHALL BE CA 20. MICRO-SURFACING, SINGLE PASS, TYPE II, 24 LB./SQ.YD.

MICRO-SURFACING TREATMENT

MICRO-SURFACING SINGLE PASS, TYPE II, 20 LB./SQ.YD.
THE MICRO-SURFACING SHALL CURE FOR A MINIMUM OF 14 DAYS BEFORE PLACEMENT OF PERMANENT PAVEMENT MARKINGS.

JOINTS

THE CONTRACTOR SHALL DEVISE AND SUBMIT A JOINT PLAN THAT MEETS THE APPROVAL OF THE ENGINEER.

EXISTING PAVEMENT MARKINGS

EXISTING PAVEMENT MARKINGS SHALL NOT BE REMOVED PRIOR TO CAPE SEAL OR MICRO-SURFACING APPLICATION.

STATIONING AND PAVEMENT MARKERS

THE EXISTING ROADWAY STATIONS AND REFLECTIVE PAVEMENT MARKERS SHALL BE COVERED PRIOR TO THE CAPE SEAL OR MICRO-SURFACING APPLICATIONS. THE COVER SHALL BE REMOVED AFTER WORK IS COMPLETED. THIS WORK SHALL BE INCLUDED IN THE COST OF THE SURFACE TREATMENT SHOWN ON THE PLANS.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		GENERAL /JOB SPECIFIC NOTES		COUNTIES		SHEET	
				MC DONOUGH/HENDERSON		TOTAL NO.	
				CONTRACT NO. 68A23		13 3	
ROUTE	SECTION						
F.A. YAR. MKD. YAR.	VARIOUS						

Summary of Quantities

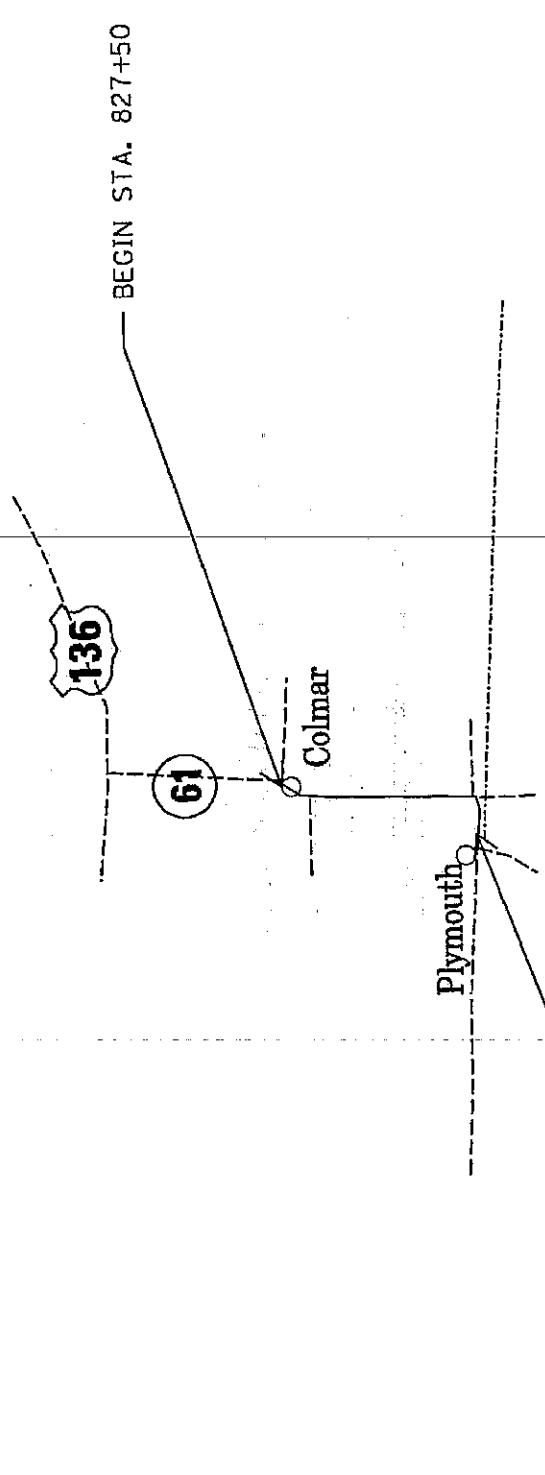
Code Order

ROUTE		SECTION	COUNTY		SHEET	
VAR			McDONOUGH	TOTAL	NO.	
VAR			HENDERSON	13	4	
			CONTRACT NO.		68A23	

CONSTRUCTION TYPE CODE	
MCDONOUGH	HENDERSON
100% STATE	100% STATE

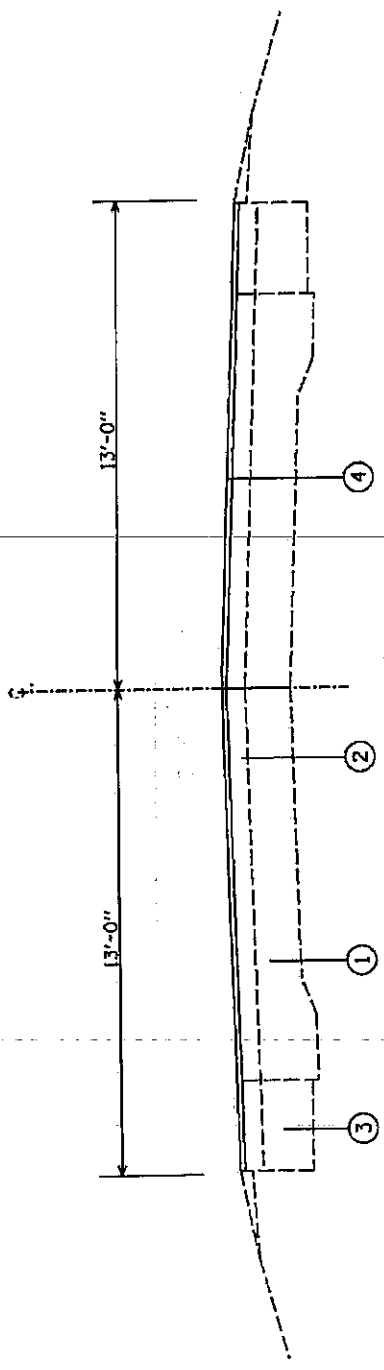
0005	0005
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CODE No.	ITEM	UNIT	Tot.QTY		
67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	1		
67100100	MOBILIZATION	L SUM	1	0.5	0.5
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	L SUM	1	0.5	0.5
X 78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	188269	138023	50246
78100200	TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	EACH	3,794	2,715	1,079
Z0064265	CAPE SEAL	SQ YD	129069	62209	66860
X0326240	MICRO-SURFACING TEST STRIP	EACH	1	1	
Z0063804	MICRO-SURFACING, SINGLE PASS, TYPE II, MIXTURE D	SQ YD	88753	88753	



BRIDGE OMISSIONS
 SN 055-0009
 STA. 775+98-778+45
 SN 055-0010
 STA. 756+57-761+10
CONCRETE OMISSION
 STA. 707+80-709+66

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	LINE DIAGRAM—IL 61	ROUTE	SECTION	COUNTIES	SHEET
		F.A. VAR. MKD. VAR.	VARIOUS	MC DONOUGH/HENDERSON	TOTAL NO. 13 5
				CONTRACT NO. 68423	



IL 61
 STA. 588+20-827+50

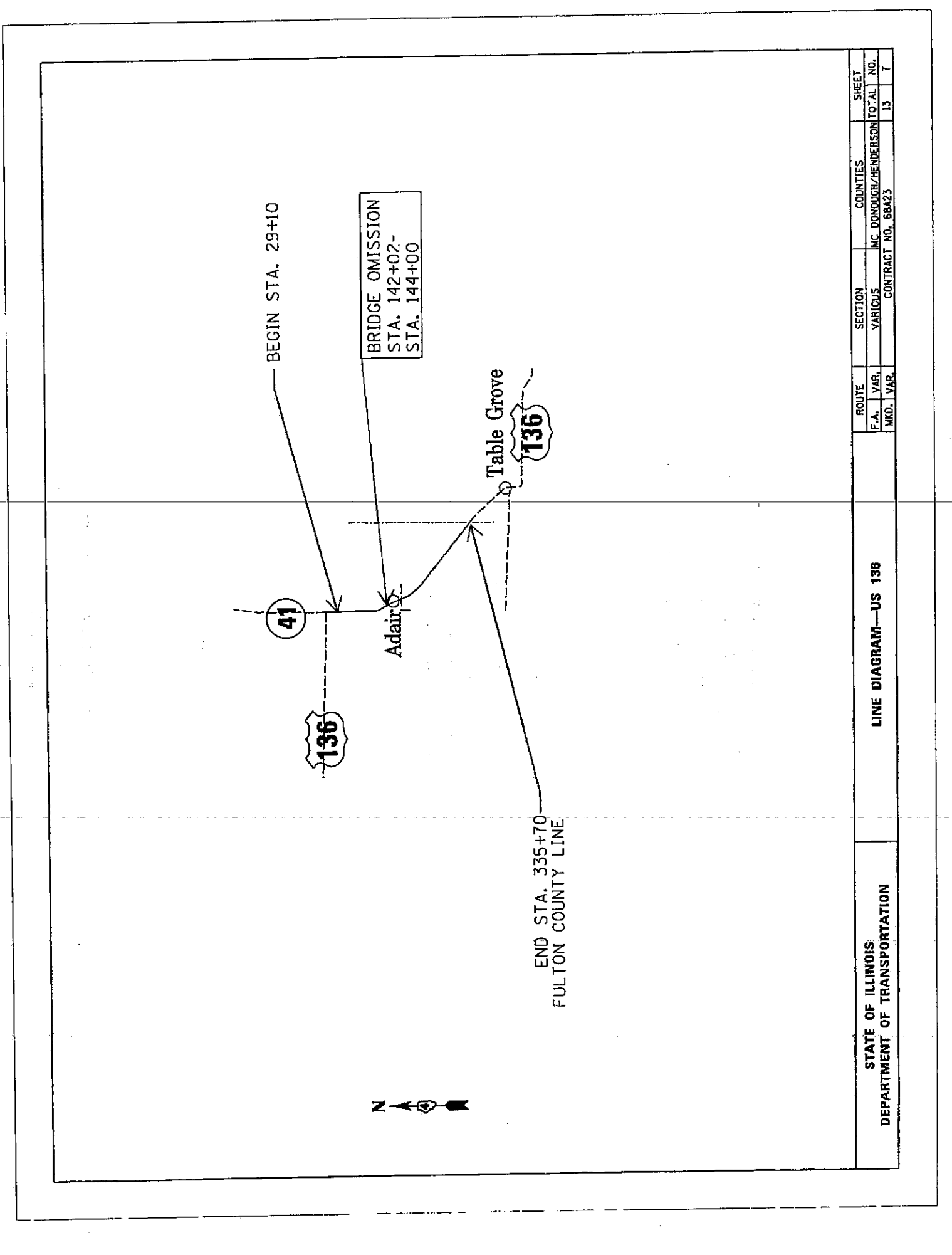
LEGEND

- ① EXISTING PAVEMENT, 9-5-9
- ② EXISTING HMA OVERLAY
- ③ EXISTING BASE COURSE WIDENING
- ④ PROPOSED CAPE SEAL

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION—IL 61
 NOT TO SCALE

ROUTE		SECTION		COUNTIES		SHEET	
F.A.	VAR.	VARIOUS	VARIOUS	MC. DONOUGH/HENDERSON	TOTAL	NO.	
					13	6	
				CONTRACT NO. 6BA23			



BEGIN STA. 29+10

BRIDGE OMISSION
STA. 142+02-
STA. 144+00

41

136

Adair

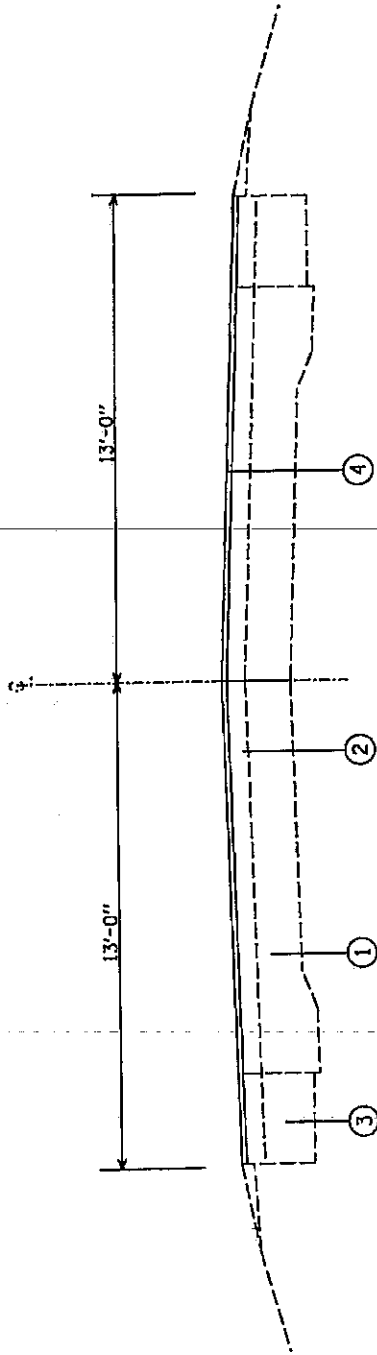
Table Grove

136

END STA. 335+70
FULTON COUNTY LINE



STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	LINE DIAGRAM—US 136		COUNTIES		SHEET	
	ROUTE	SECTION	MC DONOUGH/HENDERSON	TOTAL	NO.	7
	F.A. VAR.	VARIOUS	CONTRACT NO. 68423	13		
	MKD. VAR.					



US 136
 STA. 29+10-335+70

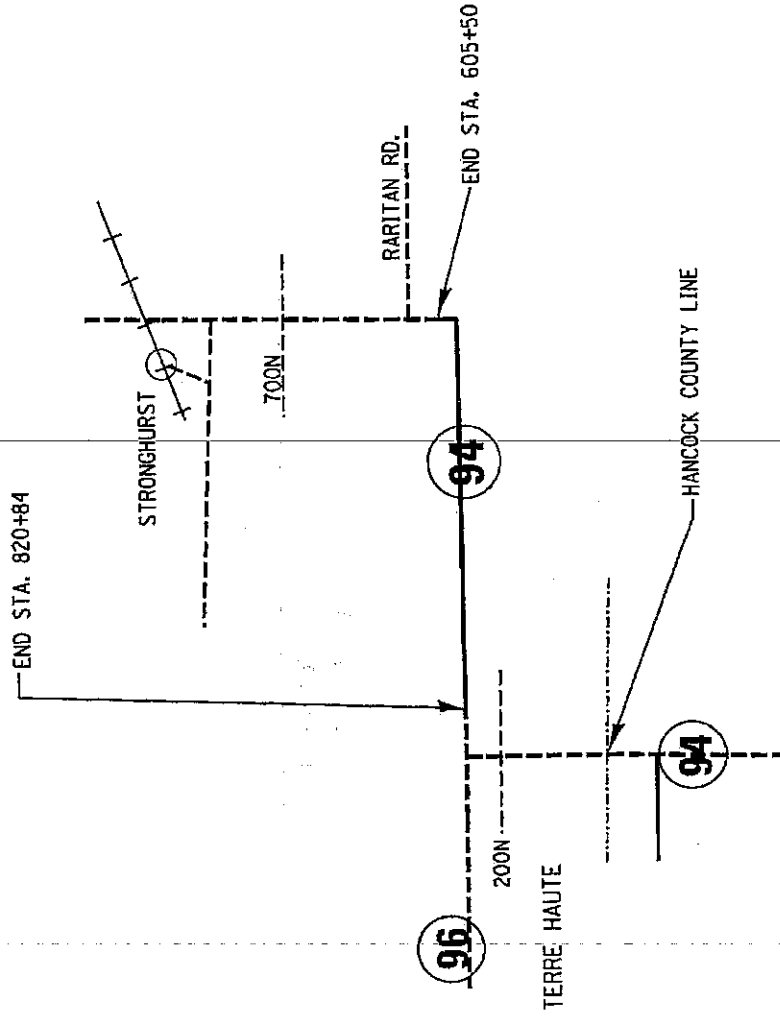
LEGEND.

- ① EXISTING PAVEMENT, 9-6-9
- ② EXISTING HMA OVERLAY
- ③ EXISTING BASE COURSE WIDENING
- ④ PROPOSED MICRO SURFACING

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION—IL 41
 NOT TO SCALE

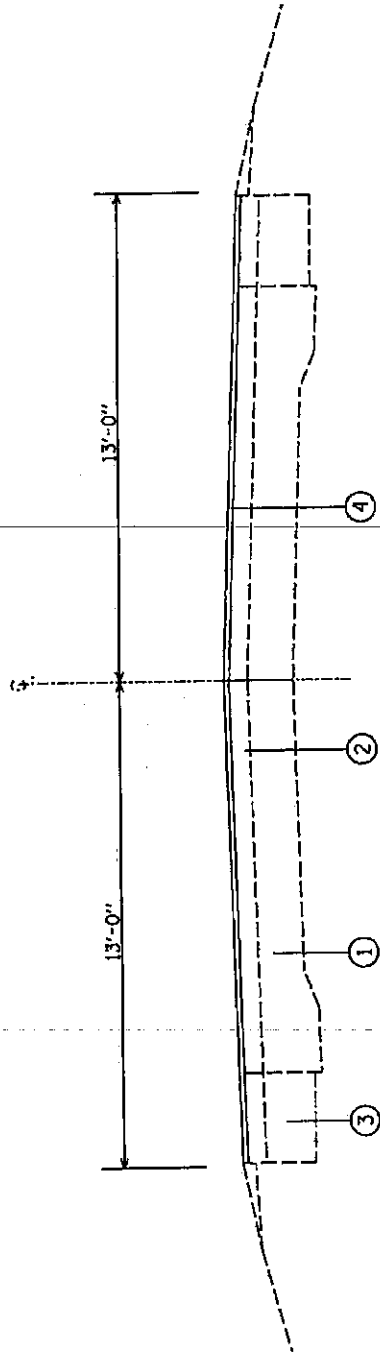
ROUTE	SECTION	COUNTIES	SHEET
F.A. VAR. MKD. VAR.	VARIOUS	JAC. DONOUGH/HENDERSON	TOTAL
		CONTRACT NO. 68A23	13
			8



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

LINE DIAGRAM—IL 94

ROUTE		SECTION	COUNTIES		SHEET
F.A.	VAR.	VARIOUS	MC DONOUGH/HENDERSON	TOTAL	NO.
MKD.	VAR.	CONTRACT NO. 68423	13	9	



IL 94
 STA. 605+50-820+84

LEGEND

- ① EXISTING PAVEMENT, 9-6-9
- ② EXISTING HMA OVERLAY
- ③ EXISTING HMA BASE COURSE WIDENING
- ④ PROPOSED CAPE SEAL

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION—IL 94
 NOT TO SCALE

ROUTE		SECTION		COUNTIES		SHEET	
F.A.	VAR.	VARIOUS	VARIOUS	MC. DONOUGH/HENDERSON	TOTAL	NO.	NO.
MKD.	VAR.		CONTRACT NO. 68A23		13	13	10

MICRO-SURFACING, SINGLE PASS, TYPE II MIXTURED	
LOCATION	SQ. YD.
MC DONOUGH COUNTY--US 136	
STA. 335+70 - 29+10	88753
TOTAL	88753

MICRO-SURFACING TEST STRIP	
LOCATION	EACH
	1
TOTAL	1

MOBILIZATION	
LOCATION	L.SUM
	1
TOTAL	1

TRAFFIC CONTROL AND PROTECTION STANDARD 701306	
LOCATION	L.SUM
	1
TOTAL	1

ENGINEER'S FIELD OFFICE TYPE A	
LOCATION	CAL. MO.
	1
TOTAL	1

CAPE SEAL	
LOCATION	SQ. YD.
HENDERSON COUNTY--IL 94	
STA. 820+84 - 605+50	62209
MC DONOUGH COUNTY--IL 61	
STA. 827+50 - 588+20	66860
TOTAL	129069

PAINT PAVEMENT MARKING, 4"				
LOCATION	YELLOW	YELLOW	WHITE	
	SKIP-DASH	NPZ	EDGE	
	FOOT	FOOT	FOOT	
HENDERSON COUNTY--IL 94				
STA. 605+50 - 820+84	7178			43068
MC DONOUGH COUNTY--IL 61				
STA. 827+50-588+20	4910	15285		46288
MC DONOUGH COUNTY--US 136				
STA. 335+70 - 29+10	10220			61320
TOTAL	22308	15285		150676

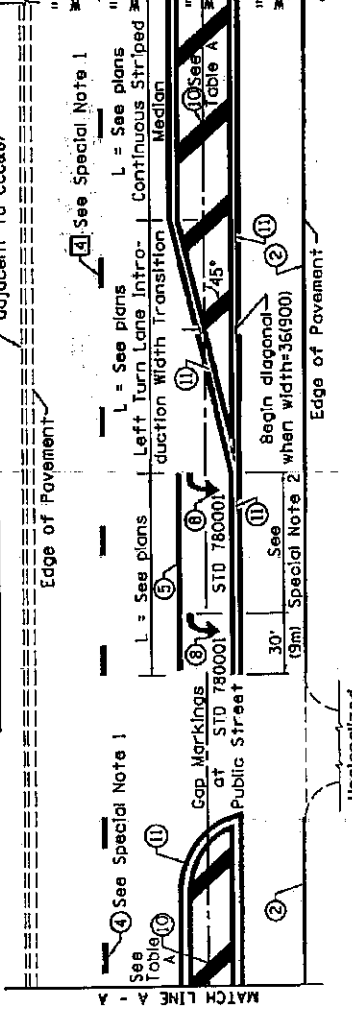
TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER	
LOCATION	EACH
HENDERSON COUNTY--IL 94	1079
MC DONOUGH COUNTY--IL 61	1180
MC DONOUGH COUNTY--US 136	1535
TOTAL	3794

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

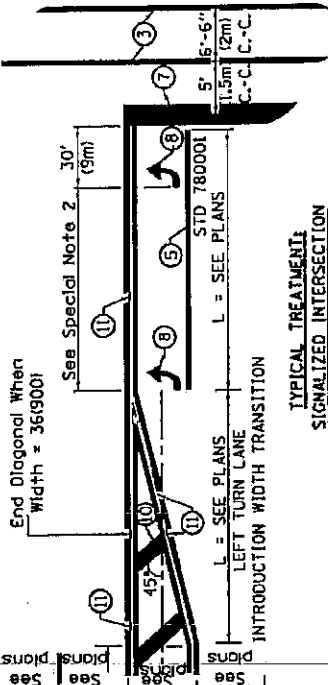
SCHEDULE OF QUANTITIES

ROUTE	SECTION	COUNTIES	SHEET
F.A. MKD. I VAR.	VARIOUS	MC DONOUGH/HENDERSON	TOTAL NO.
		CONTRACT NO. 68A23	13
			11

**TYPICAL TREATMENT:
MULTI-LANE WITH CCC&G**

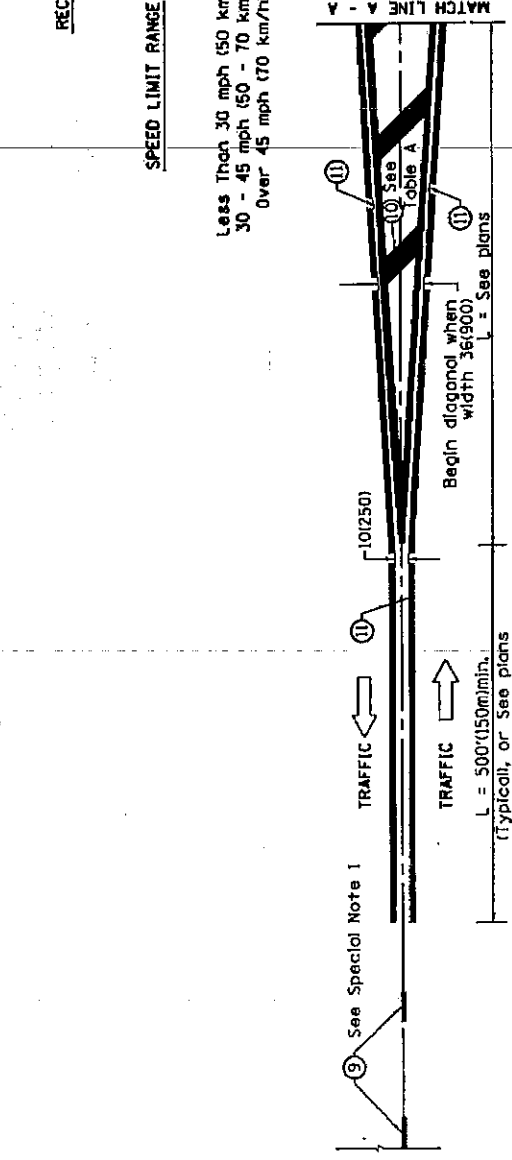


**TYPICAL TREATMENT:
2-LANE WITH SHOULDER**



TYPICAL MEDIAN TRANSITIONS

FLUSH PAVED MEDIAN RESTRICTED LEFT TURN LANE



MEDIAN INTRODUCTION - WIDTH TRANSITIONS

TABLE A

RECOMMENDED SPACING BETWEEN DIAGONAL LINES

INTERSECTION CHANNELIZATION
(Includes Width Transitions for Median and Left Turn Lane Introductions)

SPEED LIMIT RANGE	CONTINUOUS	INTERSECTIONS
Less Than 30 mph (50 km/h)	50' (15m)	15' (5m)
30 - 45 mph (50 - 70 km/h)	75' (23m)	20' (6m)
Over 45 mph (70 km/h)	150' (46m)	30' (9m)

All dimensions are in inches (millimeters) unless otherwise noted.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	NOT TO SCALE	TYPICAL PAVEMENT MARKINGS			ROUTE	COUNTIES	SHEET
		SOI-2 OF 2	VARIABLES	VARIOUS			
		C&G STD. 180001-01	W&O. 1 VAR.	F.A. 1 VAR.	VARIOUS	MC DONOUGH/HENDERSON	TOTAL NO.
						CONTRACT NO. 68A23	13
							13

ILLINOIS DEPARTMENT OF LABOR
PREVAILING WAGES FOR
MCDONOUGH & HENDERSON COUNTIES
EFFECTIVE APRIL 2011

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 <http://www.state.il.us/agency/idol/> 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.

Henderson County Prevailing Wage for April 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.800		BLD		26.380	27.380	1.5	1.5	2.0	7.590	9.060	0.000
ASBESTOS ABT-GEN 0.900		HWY		24.590	25.090	1.5	1.5	2.0	7.590	8.550	0.000
ASBESTOS ABT-MEC 0.000		BLD		19.750	20.750	1.5	1.5	2.0	5.750	2.500	0.000
BOILERMAKER 0.350		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000
BRICK MASON 0.500		BLD		30.630	32.130	1.5	1.5	2.0	6.900	8.580	0.000
CARPENTER 0.600		BLD		26.380	27.700	1.5	1.5	2.0	7.710	6.660	0.000
CARPENTER 0.450		HWY		26.940	28.690	1.5	1.5	2.0	7.920	9.340	0.000
CEMENT MASON 0.500		BLD		24.320	25.820	1.5	1.5	2.0	5.900	11.58	0.000
CEMENT MASON 0.500		HWY		25.000	26.000	1.5	1.5	2.0	5.500	8.500	0.000
CERAMIC TILE FNSHER 0.490		BLD		28.320	0.000	1.5	1.5	2.0	6.900	8.580	0.000
ELECTRIC PWR EQMT OP 0.000		ALL		34.080	0.000	1.5	1.5	2.0	4.750	9.540	0.000
ELECTRIC PWR GRNDMAN 0.000		ALL		23.380	0.000	1.5	1.5	2.0	4.750	6.550	0.000
ELECTRIC PWR LINEMAN 0.000		ALL		37.860	40.300	1.5	1.5	2.0	4.750	10.61	0.000
ELECTRIC PWR TRK DRV 0.000		ALL		24.530	0.000	1.5	1.5	2.0	4.750	6.870	0.000
ELECTRICIAN 0.250		BLD		29.710	32.210	1.5	1.5	2.0	5.250	8.870	0.000
ELECTRONIC SYS TECH 0.250		BLD		27.060	28.810	1.5	1.5	2.0	5.250	8.810	0.000
ELEVATOR CONSTRUCTOR 0.000		BLD		39.100	43.990	2.0	2.0	2.0	10.53	10.71	2.350
GLAZIER 0.350		BLD		21.670	22.970	1.5	1.5	2.0	6.350	5.760	0.000
HT/FROST INSULATOR 0.800		BLD		28.860	30.060	1.5	1.5	2.0	5.000	11.70	0.000
IRON WORKER 0.260		ALL		24.000	25.250	1.5	1.5	2.0	5.760	8.990	0.000
LABORER 0.800		BLD		25.380	26.380	1.5	1.5	2.0	7.590	9.060	0.000
LABORER 0.800		HWY		23.590	24.090	1.5	1.5	2.0	7.590	8.550	0.000
LABORER, SKILLED 0.800		BLD		25.380	26.380	1.5	1.5	2.0	7.590	9.060	0.000
LABORER, SKILLED 0.800		HWY		23.890	24.390	1.5	1.5	2.0	7.590	8.550	0.000
LATHER 0.600		BLD		26.380	27.700	1.5	1.5	2.0	7.710	6.660	0.000
MACHINIST 0.000		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.490		BLD		28.320	0.000	1.5	1.5	2.0	6.900	8.580	0.000
MARBLE MASON		BLD		30.080	31.330	1.5	1.5	2.0	6.900	8.580	0.000

0.490											
MILLWRIGHT	BLD		27.250	28.950	1.5	1.5	2.0	6.400	9.640	0.000	
0.500											
MILLWRIGHT	HWY		26.290	27.990	1.5	1.5	2.0	6.400	10.62	0.000	
0.500											
OPERATING ENGINEER	BLD	1	31.590	34.590	1.5	1.5	2.0	7.000	10.80	0.000	
1.800											
OPERATING ENGINEER	BLD	2	29.440	34.590	1.5	1.5	2.0	7.000	10.80	0.000	
1.800											
OPERATING ENGINEER	BLD	3	27.860	34.590	1.5	1.5	2.0	7.000	10.80	0.000	
1.800											
OPERATING ENGINEER	HWY	1	34.000	37.000	1.5	1.5	2.0	8.250	11.65	0.000	
2.200											
OPERATING ENGINEER	HWY	2	31.490	37.000	1.5	1.5	2.0	8.250	11.65	0.000	
2.200											
OPERATING ENGINEER	HWY	3	27.340	37.000	1.5	1.5	2.0	8.250	11.65	0.000	
2.200											
PAINTER	ALL		26.370	27.370	1.5	1.5	1.5	4.950	6.100	0.000	
0.600											
PAINTER OVER 30FT	ALL		27.620	28.620	1.5	1.5	1.5	4.950	6.100	0.000	
0.600											
PAINTER PWR EQMT	ALL		26.870	27.870	1.5	1.5	1.5	4.950	6.100	0.000	
0.600											
PILEDRIVER	BLD		26.380	27.700	1.5	1.5	2.0	7.710	6.660	0.000	
0.600											
PILEDRIVER	HWY		26.940	28.690	1.5	1.5	2.0	7.920	9.340	0.000	
0.450											
PIPEFITTER	ALL		34.700	38.170	1.5	1.5	2.0	5.000	10.48	0.000	
0.950											
PLASTERER	BLD		27.800	29.800	1.5	1.5	2.0	5.000	6.450	0.000	
0.500											
PLUMBER	ALL		34.700	38.170	1.5	1.5	2.0	5.000	10.48	0.000	
0.950											
ROOFER	BLD		24.280	25.530	1.5	1.5	2.0	7.710	5.120	0.000	
0.240											
SHEETMETAL WORKER	BLD		25.440	27.170	1.5	1.5	2.0	7.140	8.560	0.000	
0.440											
SPRINKLER FITTER	BLD		36.140	38.890	1.5	1.5	2.0	8.100	8.200	0.000	
0.200											
STONE MASON	BLD		30.630	32.130	1.5	1.5	2.0	6.900	8.580	0.000	
0.500											
TERRAZZO FINISHER	BLD		28.320	0.000	1.5	1.5	2.0	6.900	8.580	0.000	
0.490											
TERRAZZO MASON	BLD		30.080	31.330	1.5	1.5	2.0	6.900	8.580	0.000	
0.490											
TILE LAYER	BLD		26.380	27.700	1.5	1.5	2.0	7.710	6.660	0.000	
0.600											
TILE MASON	BLD		30.080	31.330	1.5	1.5	2.0	6.900	8.580	0.000	
0.490											
TRUCK DRIVER	ALL	1	29.480	0.000	1.5	1.5	2.0	9.650	4.347	0.000	
0.250											
TRUCK DRIVER	ALL	2	29.900	0.000	1.5	1.5	2.0	9.650	4.347	0.000	
0.250											
TRUCK DRIVER	ALL	3	30.110	0.000	1.5	1.5	2.0	9.650	4.347	0.000	
0.250											
TRUCK DRIVER	ALL	4	30.370	0.000	1.5	1.5	2.0	9.650	4.347	0.000	
0.250											
TRUCK DRIVER	ALL	5	31.160	0.000	1.5	1.5	2.0	9.650	4.347	0.000	
0.250											
TRUCK DRIVER	O&C	1	23.580	0.000	1.5	1.5	2.0	9.050	4.347	0.000	
0.250											
TRUCK DRIVER	O&C	2	23.920	0.000	1.5	1.5	2.0	9.050	4.347	0.000	

0.250											
TRUCK DRIVER	O&C	3	24.090	0.000	1.5	1.5	2.0	9.050	4.347	0.000	
0.250											
TRUCK DRIVER	O&C	4	24.300	0.000	1.5	1.5	2.0	9.050	4.347	0.000	
0.250											
TRUCK DRIVER	O&C	5	24.930	0.000	1.5	1.5	2.0	9.050	4.347	0.000	
0.250											
TUCKPOINTER	BLD		30.630	32.130	1.5	1.5	2.0	6.900	8.580	0.000	
0.500											

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

HENDERSON COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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

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.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not

awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, 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, 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, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator,

ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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, vector 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 - 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.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any

size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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.

McDonough County Prevailing Wage for April 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
=====											
ASBESTOS ABT-GEN 0.800		BLD		26.330	27.330	1.5	1.5	2.0	6.550	10.13	0.000
ASBESTOS ABT-GEN 0.800		HWY		23.270	24.270	1.5	1.5	2.0	6.550	10.00	0.000
ASBESTOS ABT-MEC 0.000		BLD		19.750	20.750	1.5	1.5	2.0	5.750	2.500	0.000
BOILERMAKER 0.350		BLD		34.170	37.170	2.0	2.0	2.0	6.820	8.550	0.000
BRICK MASON 0.580		BLD		27.510	28.510	1.5	1.5	2.0	7.950	6.730	0.000
CARPENTER 0.320		BLD		28.580	30.830	1.5	1.5	2.0	7.250	11.50	0.000
CARPENTER 0.320		HWY		29.910	32.160	1.5	1.5	2.0	7.250	11.50	0.000
CEMENT MASON 0.500		BLD		24.320	25.820	1.5	1.5	2.0	5.900	11.58	0.000
CEMENT MASON 0.500		HWY		25.000	26.000	1.5	1.5	2.0	5.500	8.500	0.000
CERAMIC TILE FNSHER 0.000		BLD		24.860	0.000	1.5	1.5	2.0	7.950	6.730	0.000
ELECTRIC PWR EQMT OP 0.000		ALL		34.080	0.000	1.5	1.5	2.0	4.750	9.540	0.000
ELECTRIC PWR GRNDMAN 0.000		ALL		23.380	0.000	1.5	1.5	2.0	4.750	6.550	0.000
ELECTRIC PWR LINEMAN 0.000		ALL		37.860	40.300	1.5	1.5	2.0	4.750	10.61	0.000
ELECTRIC PWR TRK DRV 0.000		ALL		24.530	0.000	1.5	1.5	2.0	4.750	6.870	0.000
ELECTRICIAN 0.250	N	BLD		29.710	32.210	1.5	1.5	2.0	5.250	8.870	0.000
ELECTRICIAN 0.250	S	BLD		27.990	30.490	1.5	1.5	2.0	5.250	7.550	0.000
ELECTRONIC SYS TECH 0.250		BLD		27.060	28.810	1.5	1.5	2.0	5.250	8.810	0.000
ELEVATOR CONSTRUCTOR 0.000		BLD		39.100	43.990	2.0	2.0	2.0	10.53	10.71	2.350
GLAZIER 1.000		BLD		28.520	30.520	1.5	1.5	2.0	8.100	7.700	0.000
HT/FROST INSULATOR 0.800		BLD		28.860	30.060	1.5	1.5	2.0	5.000	11.70	0.000
IRON WORKER 0.260		ALL		24.000	25.250	1.5	1.5	2.0	5.760	8.990	0.000
LABORER 0.800		BLD		24.830	25.830	1.5	1.5	2.0	6.550	10.13	0.000
LABORER 0.800		HWY		23.270	24.270	1.5	1.5	2.0	6.550	10.00	0.000
LATHER 0.320		BLD		28.580	30.830	1.5	1.5	2.0	7.250	11.50	0.000
MACHINIST 0.000		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.000		BLD		24.860	0.000	1.5	1.5	2.0	7.950	6.730	0.000
MARBLE MASON 0.000		BLD		26.360	27.110	1.5	1.5	2.0	7.950	6.730	0.000
MILLWRIGHT		BLD		29.640	31.890	1.5	1.5	2.0	7.250	10.74	0.000

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

MCDONOUGH COUNTY

ELECTRICIANS (NORTH) - Blandinville, Bushnell, Chalmers, Colchester, Emmet, Hire, Macomb, Mound, New Sales, Prairie City, Scotland, Sciota, Tennessee, and Walnut Grove.

ELECTRICIANS (SOUTH) - Bethel, Eldorado, Industry and Lamoine.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. 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

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.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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, vector 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 - 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.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant

Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gummies and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver;

Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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