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

#### **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later that 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

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

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

#### WHO CAN BID?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a Proposal Denial and/or Authorization Form, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**ADDENDA AND REVISIONS:** It is the contractor's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum will be placed with the contract number. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

#### IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

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

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

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

70

KEI OKK WITH BIB
Proposal Submitted By
Name
Address
Addiess
City

#### **Letting May 15, 2009**

#### NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 68816
PEORIA County
Section 126RS-6
District 4 Construction Funds
Route FAP 646

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

Plans Included Herein

Prepared by

S

Checked by
(Printed by authority of the State of Illinois)

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

#### **INSTRUCTIONS**

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

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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

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

#### 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 CD-ROMS	217/782-7806		



**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. 68816 PEORIA County Section 126RS-6	
Route FAP 646	
District 4 Construction Funds	
0.92 mile of milling, patching and resurfacing on IL Route 40 from just north of Pione north of Lindberg Drive in Peoria.	er Parkway to jus

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

contained in the contract documents shall govern performance and payments.

Department of Transportation. This proposal will become part of the contract and the terms and conditions

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted,	the proposal gua	aranties which a	accompany the individua	l proposals	making up the	combination	will be con	sidered 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 proposa	I guaranty chec	k will be found in the p	proposal for:	ltem	

Section No. \_\_\_\_\_\_

County

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

-3-

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

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

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

#### **Schedule of Combination Bids**

Combination		Combination Bid	Combination Bid			
No.	Sections Included in Combination	Dollars Cer	nts			

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- 8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68816

State Job # - C-94-073-08
PPS NBR - 4-00141-0400
County Name - PEORIA- -

Code - 143 - -

District - 4 - -

Section Number - 126RS-6

Project Number	Route
	FAP 646

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
X0322729	MATL TRANSFER DEVICE	TON	5,063.000				
X2503100	MOWING	UNIT	49.000				
40600215	P BIT MATLS PR CT	TON	25.000				
40600300	AGG PR CT	TON	146.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600982	HMA SURF REM BUTT JT	SQ YD	4,972.000				
40600990	TEMPORARY RAMP	SQ YD	329.000				
40603565	P HMA SC "E" N70	TON	5,063.000				
44000157	HMA SURF REM 2	SQ YD	43,637.000				
44201389	CL C PATCH T2 13	SQ YD	997.000				
44201394	CL C PATCH T3 13	SQ YD	117.000				
48101200	AGGREGATE SHLDS B	TON	88.000				
48203005	HMA SHOULDERS 2	SQ YD	381.000				
67000400	ENGR FIELD OFFICE A	CAL MO	3.000				
67100100	MOBILIZATION	L SUM	1.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68816

State Job # - C-94-073-08
PPS NBR - 4-00141-0400
County Name - PEORIA- -

County Name - PEORIA - · Code - 143 - -

District - 4 - -

Section Number - 126RS-6

Project Number	Route
	FAP 646

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
70102632	TR CONT & PROT 701602	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	10.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	1.000				
70300100	SHORT-TERM PAVT MKING	FOOT	8,653.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	1,108.000				
70300220	TEMP PVT MK LINE 4	FOOT	16,135.000				
70300240	TEMP PVT MK LINE 6	FOOT	3,279.000				
70300250	TEMP PVT MK LINE 8	FOOT	4,529.000				
70300260	TEMP PVT MK LINE 12	FOOT	328.000				
70300280	TEMP PVT MK LINE 24	FOOT	356.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	1,413.000				
78003130	PREF PL PM TB LINE 6	FOOT	3,279.000				
78005100	EPOXY PVT MK LTR-SYM	SQ FT	1,108.000				

## ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68816

State Job # - C-94-073-08 PPS NBR - 4-00141-0400

County Name - PEORIA- -

4 - -

Code - 143 - -

District -

Section Number - 126RS-6

Project Number	Route
	FAP 646

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
78005110	EPOXY PVT MK LINE 4	FOOT	16,135.000				
78005140	EPOXY PVT MK LINE 8	FOOT	4,529.000				
78005150	EPOXY PVT MK LINE 12	FOOT	328.000				
78005180	EPOXY PVT MK LINE 24	FOOT	356.000				
78100100	RAISED REFL PAVT MKR	EACH	365.000				
78300200	RAISED REF PVT MK REM	EACH	248.000				
88600100	DET LOOP T1	FOOT	672.000				

CONTRACT NUMBER	68816	
THIS IS THE TOTAL BID		•

#### NOTES:

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

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

#### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

#### B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

#### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### C. Educational Loan

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

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

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

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

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

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

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

#### E. International Anti-Boycott

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

#### F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### G. Debt Delinquency

#### 1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

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

#### 1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

#### I. Addenda

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### TO BE RETURNED WITH BID

#### **IV. DISCLOSURES**

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

#### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

#### C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

#### **CERTIFICATION STATEMENT**

I have determined that the Form A disclosure information previously submitted accurate, and all forms are hereby incorporated by reference in this bid. Any ne forms or amendments to previously submitted forms are attached to this bid.	
(Bidding Company)	
Signature of Authorized Representative	Date

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

D.

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$106,447.20? YES NO
3.	Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES NO
	(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)
the bide	" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ding 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 zed to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but of have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	nswer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by in that is authorized to execute contracts for your company.
bidding	3: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the entity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be ted, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoing	dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attache and are	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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an d sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital of Department Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Atagency	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 fidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the t of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
<u>Bidder</u>	s Submitting More Than One Bid
	s submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms rence.
	The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

### ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
(30 ILCS 500). Vendors desiring to enter and potential conflict of interest information the publicly available contract file. This ended contracts. A publicly traded contact of the requirements set for	rinto a contract with the Ston as specified in this Disc Form A must be complete ompany may submit a rth in Form A. See Disclo	
DISCL	OSURE OF FINANCIAL	<u> INFORMATION</u>
terms of ownership or distributive incom \$106,447.20 (60% of the Governor's sal separate Disclosure Form A for each	e share in excess of 5%, o ary as of 7/1/07). (Make coindividual meeting these	elow has an interest in the BIDDER (or its parent) in or an interest which has a value of more than opies of this form as necessary and attach a requirements)
FOR INDIVIDUAL (type or print infor	mation)	
NAME:		
ADDRESS		
Type of ownership/distributable in	ncome share:	
stock sole proprietor: % or \$ value of ownership/distributal		ship other: (explain on separate sheet):
		r "No" to indicate which, if any, of the following ny question is "Yes", please attach additional pages
(a) State employment, currently or	in the previous 3 years, inc	cluding contractual employment of services.  YesNo
If your answer is yes, please an	swer each of the following	
<ol> <li>Are you currently an off Highway Authority?</li> </ol>	icer or employee of either t	the Capitol Development Board or the Illinois Toll YesNo
2. Are you currently appo	inted to or employed by a	any agency of the State of Illinois? If you are

agency for which you are employed and your annual salary.

currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/(i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of the salary of the Governor	/1/07) are you entitled to receive , partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds \$106,447.20, (60% of the Governor's salary as of 70 or minor children entitled to receive (i) more than 15 % in the aggressincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	/1/07) are you and your spouse egate of the total distributable
(b)	•	byment of spouse, father, mother, son, or daughter, including contractions 2 years.	
	If your answ	wer is yes, please answer each of the following questions.	YesNo
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	e of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed Governor's salary as of 7/1/07) provide the name of your spouse at of the State agency for which he/she is employed and his/her annual	bointed to or employed by any ds \$106,447.20, (60 % of the nd/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds \$106,447.20, (60 as of 7/1/07) are you entitled to receive (i) more then 71/2% of the to firm, partnership, association or corporation, or (ii) an amount in Governor?	% of the salary of the Governor tal distributable income of your
	4.	If your spouse or any minor children are currently appointed to or en State of Illinois, and his/her annual salary exceeds \$106,447.20, (60° 7/1/07) are you and your spouse or minor children entitled to reca aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of 2 times the salary of the Governor?	% of the Governor's salary as of eive (i) more than 15 % in the association or corporation, or
			YesNo
	unit of	re status; the holding of elective office of the State of Illinois, the gover local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
		onship to anyone holding elective office currently or in the previous 2 y daughter.	years; spouse, father, mother, YesNo
	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excharge of that office currently or in the previous 3 years.	he State of Illinois or the statutes
	` '	nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
	(g) Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name					
Legal Address					
City, State, Zip					
Telephone Number	1	Email Address	Fax	Number (if available	:)
Disclosure of the information LCS 500). This information oids in excess of \$10,000, ar	shall become part	of the publicly availab			
DISCLOSURE	OF OTHER CON	TRACTS AND PROC	UREMENT REL	ATED INFORM	<u>ATION</u>
1. Identifying Other Contropending contracts (including Illinois agency: Yes_ If "No" is checked, the bid	g leases), bids, pro No	oposals, or other ongoi	ng procurement	relationship wit	h any other State of
2. If "Yes" is checked. Ide descriptive information such FORM INSTRUCTIONS:					
	THE FOLLOW	WING STATEMENT M	UST BE CHECK	KED	
	- (	Signature of Authorized Rep	resentative		Date

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

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



Contract No. 68816
PEORIA County
Section 126RS-6
Route FAP 646
District 4 Construction Funds

PART I. IDENTIFIC	ATION							•			•							
Dept. Human Rights	s # Duration of Project:																	
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	bidder h	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons from	n whic	h the b	idder re	cruits	employe	ees, and he	ereby	subm allocat	its the foll ed to this TABLE	owir con	ng workfo tract:	orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ıct						C	URRENT TO BE		IPLOYEE IGNED	S
				MING	ORITY I	EMPLO	YEES			TRA	AINEES						RACT	
JOB CATEGORIES	TO EMPL		ACK	HISPANIC		*OTHER MINOR.		APPREN- TICES		ON THE JOB TRAINEES			TOTAL EMPLOYEES		MINORIT EMPLOYE		OYEES	
OFFICIALS (MANAGERS)	M	F	M	F	М	F	М	F	M	F	M	F		M	F		M	F
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
т		BLE C aining Pro	oiootio	n for C	contract				7			FOR I	DEP	ARTM	IENT US	E C	NLY	
EMPLOYEES IN	TO EMPL	TAL OYEES	BL	ACK	HISF	ANIC	MII	ΓHER NOR.										
TRAINING	М	F	M	F	М	F	М	F	4									
APPRENTICES																		
ON THE JOB TRAINEES																		

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

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

BC 1256 (Rev. 12/11/07)

Contract No. 68816 **PEORIA County** Section 126RS-6 **Route FAP 646 District 4 Construction Funds** 

#### PART II. WORKFORCE PROJECTION - continued

	event the undersigned bidder is awarded this contra		buid be employed in the
	The undersigned bidder projects that: (number) recruited from the area in which the contract project paw bires we	t is located; and/or (number)  yould be recruited from the area in	new hires would be
	office or base of operation is located.	rould be reclaited from the area in	which the blader 3 philospar
	Included in "Total Employees" under Table A is a production of number as well as a projection of number 1.		
	The undersigned bidder estimates that (number) be directly employed by the prime contractor and the employed by subcontractors.	nat (number)	persons will be
PART II	II. AFFIRMATIVE ACTION PLAN		
	The undersigned bidder understands and agrees the utilization projection included under <b>PART II</b> is determined in any job category, and in the event that the undercommencement of work, develop and submit a write (geared to the completion stages of the contract) we utilization are corrected. Such Affirmative Action Part the <b>Department of Human Rights</b> .	ermined to be an underutilization o signed bidder is awarded this cont ten Affirmative Action Plan includin hereby deficiencies in minority and	f minority persons or women tract, he/she will, prior to hg a specific timetable d/or female employee
	The undersigned bidder understands and agrees the submitted herein, and the goals and timetable inclute to be part of the contract specifications.		
Compa	any	Telephone Number	
Addres	SS	<del></del>	
	NOTICE REG	ARDING SIGNATURE	
	The Bidder's signature on the Proposal Signature Sheet vneeds to be completed if revisions are required.	vill constitute the signing of this form.	The following signature block
s	Signature:	Title:	Date:
Instructio	ons: All tables must include subcontractor personnel in addi	tion to prime contractor personnel.	
Table A -	<ul> <li>Include both the number of employees that would be (Table B) that will be allocated to contract work, and in should include all employees including all minorities, approximately</li> </ul>	nclude all apprentices and on-the-job traine	ees. The "Total Employees" column
Table B -	<ul> <li>Include all employees currently employed that will be a currently employed.</li> </ul>	llocated to the contract work including any	apprentices and on-the-job trainees
Table C -	- Indicate the racial breakdown of the total apprentices a	nd on-the-job trainees shown in Table A.	
			BC-1256 (Rev. 12/11/07)

Contract No. 68816
PEORIA County
Section 126RS-6
Route FAP 646
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.

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
,		
		Name and Address of All Members of the Firm:
_		
<del>-</del>		
	Corporate Name	
	Бу	Signature of Authorized Representative
		Total condition and the Authorized December 1
(IF A CORPORATION)		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE		Signature
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	A++==+	
	Allesi	Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	dditional signature sheet.

#### **Return with Bid**



#### Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

			Item No.
			Letting Date
KNOW ALL MEN BY THESE PRES	ENTS, That We		
as PRINCIPAL, and			
·	-		as SURETY, are
specified in Article 102.09 of the "St	andard Specifications for R be paid unto said STATE	load and Bridge Constru	um of 5 percent of the total bid price, or for the amount ction" in effect on the date of invitation for bids, whichever ayment of which we bind ourselves, our heirs, executors,
	gh the Department of Trar		ne PRINCIPAL has submitted a bid proposal to the rovement designated by the Transportation Bulletin Item
and as specified in the bidding and after award by the Department, the including evidence of the required performance of such contract and failure of the PRINCIPAL to make the to the Department the difference no	contract documents, submit PRINCIPAL shall enter into insurance coverages and for the prompt payment of the required DBE submission at to exceed the penalty here to with another party to perf	it a DBE Utilization Plan to a contract in accordar providing such bond as labor and material furning or to enter into such contreof between the amoun	CIPAL; and if the PRINCIPAL shall, within the time that is accepted and approved by the Department; and if, nce with the terms of the bidding and contract documents a specified with good and sufficient surety for the faithful shed in the prosecution thereof; or if, in the event of the ntract and to give the specified bond, the PRINCIPAL pays at specified in the bid proposal and such larger amount for by said bid proposal, then this obligation shall be null and
paragraph, then Surety shall pay the	e penal sum to the Departm the Department may bring	ent within fifteen (15) day an action to collect the a	with any requirement as set forth in the preceding ys of written demand therefor. If Surety does not make full amount owed. Surety is liable to the Department for all its a whole or in part.
In TESTIMONY WHEREOF, t	the said PRINCIPAL and the	e said SURETY have ca	used this instrument to be signed by
their respective officers this	day of		A.D.,
PRINCIPAL		SURETY	•
(Company Na	ame)		(Company Name)
D	,	D	
By(Signatu	re & Title)	By:	(Signature of Attorney-in-Fact)
	Notary Cert	ification for Principal and	Surety
STATE OF ILLINOIS,	110001		
County of			
l,		, a Notary Pt	ublic in and for said County, do hereby certify that
	(Insert names of individuals	and	DINICIDAL & SLIDETVI
who are each nercenally known to n	•		,
	this day in person and ackr		cribed to the foregoing instrument on behalf of PRINCIPAL that they signed and delivered said instrument as their free
Given under my hand and not	arial seal this	day of	A.D
My commission expires			
			Notary Public
	Signature and Title line belo	ow, the Principal is ensu	file an Electronic Bid Bond. By signing the proposal and uring the identified electronic bid bond has been executed ons of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder	· Name	Signature and Title
	Joinpany / Diddel		eig.ia.dio dia 1100

#### 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. 68816
PEORIA County
Section 126RS-6
Route FAP 646
District 4 Construction Funds



# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., May 15, 2009. 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. 68816
PEORIA County
Section 126RS-6
Route FAP 646
District 4 Construction Funds

0.92 mile of milling, patching and resurfacing on IL Route 40 from just north of Pioneer Parkway to just north of Lindberg Drive in Peoria.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Gary Hannig, Acting Secretary

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2009

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 1-1-09)

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FAP Route 646 (IL 40) Section 126RS-6 Peoria County Contract No. 68816

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FAP Route 646 (IL 40) Section 126RS-6 Peoria County Contract No. 68816

#### STATE OF ILLINOIS

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#### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 646 (IL 40), Section 126RS-6 in Peoria County, Contract No. 68816 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 on Illinois Route 40 and extends from north of Pioneer Park to north of Lindber/Timber Lane in Peoria County.

#### **DESCRIPTION OF PROJECT**

This project consists of pavement patching, milling, hot-mix asphalt surface and other collateral work.

#### **DELAYED START OF MULTIPLE CONTRACTS**

Effective: November 1, 2001

Add the following after the first paragraph of Article 108.03 of the Standard Specifications:

"Contractors who are the apparent low bidders on multiple contracts in one letting, may submit a written request for waiver within 10 days after bid opening to each of the District Engineers in whose district the affected contract is located. The request shall include specific reasons for the delay in a contract prosecution coordination plan and a proposed progress schedule for each contract. Each District Engineer will schedule a meeting with the Contractor within 5 working days after receipt of the request for waiver. Schedules for the prosecution of each contract and exact starting dates, as well as dates for preconstruction conferences, for each contract shall be established. Consideration of waivers will not affect award decisions or the procedures followed to execute awarded contracts.

By submission of a delayed start plan, the Contractor understands and agrees that the granting of a delayed start shall not be reason for an extension of time to complete the contract, and that

the decision to approve a waiver for any or all contracts will reside with the Department, whose decision will be final.

All delayed working day contracts shall be scheduled for completion, except for off-pavement and/or cleanup work, by October 15, 2009. However, upon starting a working day contract, working days will be charged according to Article 108.04 of the Standard Specifications until the contract is complete.

Completion date contracts will not be extended beyond the date included in the plans due to the granting of a request for delayed start.

#### MOWING

Effective December 11, 2001

Revised January 1, 2007

This work shall consist of mowing the roadway foreslopes to the ditchline or for a width of 15' (4.572 meters) from both edges of pavement or paved shoulder, whichever is less. At intersecting roadways, the mowing shall extend to the proposed right of way for a distance of 150' (45 m) on either side of the intersection. The height of the mowing shall not be more than 6" (150 mm). Equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. The Contractor will not be required to mow continuously wet ditches and drainage ways, slopes greater than 1:3 (V:H), or areas which may be designated by the Engineer as not mowable. Mowing shall be done within the project limits during the construction of the project as directed by the Engineer and prior to the final inspection of the project. Any subsequent mowing required to disperse mowed material shall be considered as included in the cost of the mowing. Debris encountered during mowing, which interferes with the mowing operation or is visible from the roadway shall be removed and disposed of according to Article 250.05.

Method of Measurement: Mowing will be measured for payment in units of 100' (30 m) in horizontal distances along the roadway centerline. For purposes of measurement, the quantity of units to be paid for each individual mowing is defined as the net length of the project as shown on the cover sheet of the construction plans divided by 100' (30 m) which includes the left and right sides of the roadway. No allowances will be made for variations in width of mowing.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per unit for MOWING.

## PLACEMENT OF HOT-MIX ASPHALT SURFACE COURSES

Effective: March 22, 2001 Revised: January 1, 2007

Placement of hot-mix asphalt surface courses shall not be allowed after October 15<sup>th</sup> of any calendar year. The contractor is responsible for scheduling construction activities to complete placement of surface courses prior to October 15<sup>th</sup>. If surface courses are not in place by October 15<sup>th</sup>, the contractor is responsible for implementing any measures needed to make the

roadway suitable for winter traffic and snow plowing activities. Any additional costs associated with this provision shall be considered included in the cost of the unit prices bid for hot-mix asphalt surface course items.

#### HOT-MIX ASPHALT SURFACE COURSE SURFACE TESTS

Effective: November 1, 2003 Revised January 1, 2007

The Contractor shall provide a person to operate the straight edge in accordance with Article 406.11 of the Standard Specifications and communicate with IDOT personnel to minimize the surface course bumps. If surface course bumps cannot be removed at this time, IDOT personnel will record the locations and provide deductions as stated in Article 406.11.

#### **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**

Effective March 1, 1993

Revised April 24, 2009

<u>Description</u>: This work shall consist of removing a portion of the existing hot-mix asphalt concrete surface course in accordance with the applicable portions of Section 440 and 1101 of the Standard Specifications, this special provision, details in the plans and as directed by the Engineer. The cold milled salvaged aggregate resulting from this operation shall become the property of the Contractor.

Equipment: The machine used for milling and planing shall be a self-propelled grinding machine having a minimum 12' (3.6 m) wide drum at least 28" (710 mm) in diameter. The grinding machine shall be capable of accurately and automatically establishing profile grades by referencing from either the existing pavement or from an independent grade control and shall have a positive means for controlling cross slope elevations. It shall also have an effective means for removing excess material from the surface and for preventing dust resulting from the operation from escaping into the air. When a milling width in excess of 12' is required and the Contractor's milling machine is less than the required width shown in the plans, the remaining area shall be milled with a machine capable of meeting the requirements of this special provision. Milling attachments used with skid steer tractors will not be allowed for longitudinal areas to mill additional widths.

The cutting teeth used in the milling operation shall be the GTE AM722, or an approved equivalent. When the teeth become worn so that they do not produce a uniform surface texture, they shall all be changed at the same time (as a unit). Occasionally, individual teeth may be changed if they lock up or break, but this method shall not be used to avoid changing the set of teeth as a unit.

The moldboard is critical in obtaining the desired surface texture. It shall be straight, true, and free of excessive nicks or wear, and it shall be replaced as necessary to uniformly produce the required surface texture. Gouging of the pavement by more than 1/4 inch (6 mm) shall be sufficient cause to require replacement of all teeth.

Occasional gouges, due to deteriorated pavement condition, or separation of lifts will not be cause to replace all teeth. The Engineer will be the sole judge of the cause of the pavement gouging and the corrective work required. Corrective work due to negligence or poor workmanship shall be at the Contractor's expense.

#### Construction Requirements

<u>General</u>: The temperature at which the work is performed, the nature and condition of the equipment, and the manner of performing the work shall be such that the milled and planed surface is not torn, gouged, shoved, or otherwise injured by the grinding operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated.

Weather conditions, when milling work is performed, must be such that short term or temporary pavement markings can be placed the day the surface is milled in accordance with <u>Section 703</u> "Work Zone Pavement Markings".

An automatic grade control device shall be used when milling mainline pavement and shall be capable of controlling the elevation of the drum relative to either a preset grade control stringline or a grade reference device traveling on the adjacent pavement surface. The automatic grade control device may be utilized only on one side of the machine with a automatic slope control device controlling the opposite side. The traveling grade reference device shall not be less than 30 feet (9 m) in length. When milling cross roads, turn lanes, intersections, crossovers, or other miscellaneous areas, the Engineer may permit the matching shoe. The Contractor, at his option, may also substitute an approved 6' wide (1.8 m) machine for areas other than mainline pavement.

The Contractor shall mill 2" inches at the centerline, except when the milling at the outer edge of the lane would exceed 1.5 inches (40 mm); then the Contractor shall reduce the cut at the centerline to provide the maximum cut of 1.5 inches (40 mm) at the edge of pavement. If deemed necessary, the Contractor may reduce the cross slope from normal 1.5% to 1%. A drawing labeled "Hot-Mix Asphalt Surface Removal" is included in the plans.

Surface tests will be performed in accordance with Article 407.09(a) of the Standard Specifications. The longitudinal profile will be taken 3 ft. (0.9 m) from and parallel to each edge of pavement and 3 ft. (0.9 m) from and parallel to the centerline on each side. If a shadow area is found at the 3 ft. (0.9 m) points the pavement smoothness tester will be moved sufficient distance either side to measure the Contractor's milling efforts. Any surface variations exceeding the tolerance of Table 1 of Article 407.09 shall be corrected by reprofiling at no additional expense to the Department. In addition, the Contractor shall be responsible for refilling with approved hot-mix asphalt mixtures any area that lowered the pavement profile as a result of faulty milling operations if directed by the Engineer. The Contractor shall be responsible for providing the pavement smoothness tester described elsewhere to retest the pavement profile obtained.

If the milling depth is intended to expose the original concrete pavement, then additional hand or machine work may be necessary to remove any remaining veneer of bituminous pavement which may be left in place behind the milling machine. Such work will be at the direction of the Engineer and at no extra cost to the Department.

The Contractor shall provide a 10 foot (3 m) straightedge equipped with a carpenter's level or a 7 foot (2.1 m) electronic straightedge to check the cross slope of the roadway at regular intervals as directed by the Engineer.

<u>Surface Texture</u>: Each tooth on the cutting drum shall produce a series of discontinuous longitudinal striations. There shall be 16 to 20 striations (tooth marks) for each tooth for each 6 feet (1.8 m) in the longitudinal direction, and each striation shall be 1.7 inches\_+/- 0.2 inch (43 +/- 5 mm) in length after the area is planed by the moldboard. Thus, the planed length between each pair of striations shall be 2.3 inches +/- 0.2 inch (58 +/- 5 mm). There shall be 80 to 96 rows of discontinuous longitudinal striations for each 5 feet (1.5 m) in the transverse dimension. The areas between the striations in both the longitudinal and transverse directions shall be flat topped and coplaner. The moldboard shall be used to cut this plane; and any time the operation fails to produce this flat plane interspersed with a uniform pattern of discontinuous longitudinal striations, the operation shall be stopped and the cause determined and corrected before recommencing. Other similar patterns of uniform discontinuous longitudinal striations interspersed on a flat plane may be approved by the Engineer. The drawing titled "Hot-Mix Asphalt Surface Removal" showing the desired surface texture is included in the plans.

The start-up milling speed shall be limited to a maximum of 50 foot (15 m) per minute. The Contractor shall limit his operations to this speed to demonstrate his ability to obtain the striations and ride ability <u>as described above</u>. If the Contractor is able to demonstrate that he can consistently obtain the desired striations and ride ability at a greater speed he will be permitted to run at the increased speed.

<u>Cleanup</u>: After cold milling a traffic lane and before opening the lane to traffic, the pavement shall be swept by a self-propelled street sweeper with power vacuum capability to prevent compaction of the cuttings onto the pavement. All loose material shall be removed from the roadway. Before the prime coat is placed, the pavement shall be cleaned of all foreign material to the satisfaction of the Engineer.

This cleanup work shall be considered included in the contract unit price per square meter (square yard) for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified, and no additional compensation will be allowed.

#### Method of Measurement:

- (a) Contract Quantities. The requirements for the use of Contract Quantities shall be Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. Cold milling and planing will be measured and the area computed in square yards (square meters) of surface.

Areas not milled (shadowed areas) due to rutting in the existing pavement surface will be included in the area measured for payment.

<u>Basis of Payment</u>: The cold milling and planing will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified. Payment as specified will include variations in depth of cuts due to rutting, superelevations, and payement crown and no additional compensation will be allowed.

#### PAVEMENT DRAINAGE AFTER COLD MILLING

Effective March 15, 1996

Revised January 1, 2007

This work shall consist of cold milling a 1.5" (40 mm) deep and 2' (0.6 m) wide drainage channel through the existing shoulder at locations as directed by the Engineer and replacing the mix after the surface has been placed.

To prevent pooling of water in the milled surface, a drainage channel shall be cut in the shoulder at low spots in superelevated curves and other locations where pooling of water may occur as specified by the Engineer.

After the surface has been placed on the adjacent through lane, the drainage channel shall be primed and then filled with a hot-mix asphalt shoulder mix approved by the Engineer and compacted to the satisfaction of the Engineer.

This work shall be paid for under the provisions of Article 109.04.

#### CLASS C PATCHES, TYPE II & III, 13"

Effective January 1, 1999

Revised November 1, 2007

This work shall consist of pavement patching in accordance with applicable portions of Section 442 except as herein specified.

The patching mixture as specified in the Standard Specifications shall be either Class PP-2, PP-3, or PP-4.

## HOT-MIX ASPHALT SHOULDER RESURFACING CONSTRUCTED SIMULTANEOUSLY WITH MAINLINE PAVING

Effective January 22, 2001

Revised January 1, 2007

If the Department allows resurfacing hot-mix asphalt shoulders simultaneously with the mainline pavement resurfacing, a roller meeting the requirements of Article 1101.01 shall be required. This roller will be in addition to any rollers required for compaction of the mainline roadway resurfacing. This additional roller will not be paid for separately, but shall be included in the contract unit price bid for the mainline bituminous material being placed.

## TRAFFIC CONTROL PLAN

Effective April 8, 2009

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 <u>Section 701</u> 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:

701426 701602 701701 701801 780001 701901

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to existing warning signs, speed and guide signs during the construction operation. Warning signs and existing guide signs shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover or turn from motorists view all signs which are inconsistent with lane assignment patterns and traffic speed.

## **Roadway Restrictions**

No lane closures or lane width reduction of any section of lane in either the northbound or southbound direction will be allowed to remain when workers are not present and working in the lane. This restriction does not apply to the pavement patching operation.

No overnight open holes are allowed during patching operation and no overnight lane closures unless required during patching.

Unless otherwise specified all labor, equipment, and materials required to provide the traffic control, including removal after work completion, as shown in the plans and as directed by the Engineer, in accordance with the applicable Standards, and as specified herein shall be considered as included in the cost of the Traffic Control and Protection items used for the project.

## **WORK ZONE PAVEMENT MARKINGS ON MILLED SURFACES**

Effective November 1, 2007

The work zone pavement markings placed on milled surfaces for this project shall be Type I or Type II tape or paint pavement markings.

#### **CONTRACT GUARANTEE**

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.07.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.

- 2. The Contractor's written guarantee that, for a period of six (6) months after the date of final inspection of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
- 3. The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of 6 months after final inspection of the project.

#### LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

The Contractor shall be responsible for locating all existing and proposed IDOT electrical facilities prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to facilities resulting from inaccurate locating. The Contractor may obtain, on request, plans of existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for facilities during all phases of construction. If at any time, the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work shall be included in the contract bid price and no additional compensation will be allowed.

## MATERIAL TRANSFER DEVICE (BDE)

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

<u>Description</u>. This work shall consist of placing hot-mix asphalt surface course, except that these materials shall be placed using a material transfer device.

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

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

#### CONSTRUCTION REQUIREMENTS

<u>General</u>. The material transfer device shall be used for the placement of hot-mix asphalt surface course. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

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

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

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

<u>Method of Measurement</u>. This work will be measured for payment in tons (metric tons) for hotmix asphalt surface course materials placed with a material transfer device.

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

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

#### ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater.

The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

<u>Aggregate Groups</u>. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS				
Coarse Aggregate	Fine Aggregate			
or	or			
Coarse Aggregate Blend	Fine Aggregate Blend			
ASTM C 1260 Expansion	ASTM C 1260 Expansion			
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%	
≤ 0.16%	Group I	Group II	Group III	
> 0.16% - 0.27%	Group II	Group II	Group III	
> 0.27%	Group III	Group III	Group IV	

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend;

A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
    - For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
    - For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
    - For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.
  - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing.</u> If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

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

Effective: November 1, 2008

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

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

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

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

**CEMENT (BDE)** 

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

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

## **1001.01 Cement Types.** Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
  - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be

as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

## **CONCRETE ADMIXTURES (BDE)**

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overylay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

#### **"SECTION 1021. CONCRETE ADMIXTURES**

1021.01 **General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

**1021.02Air-Entraining Admixtures.** Air-entraining admixtures shall be according to AASHTO M 154.

**1021.03Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

**1021.04Accelerating Admixtures.** The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

**1021.05Self-Consolidating Admixtures.** The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.06Rheology-Controlling Admixture.** The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

**1021.07Corrosion Inhibitor.** The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

## **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.

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

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

## **DETERMINATION OF THICKNESS (BDE)**

Effective: April 1, 2009

Revise Articles 353.12 and 353.13 of the Standard Specifications to Articles 353.13 and 353.14 respectively.

Add the following Article to the Standard Specifications:

"353.12 Tolerance in Thickness. The thickness of base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction, bike paths, and individual locations less than 500 ft (150 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness.

The procedure described in Article 407.10(b) will be followed, except the option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 354.09 of the Standard Specifications to read:

"354.09 Tolerance in Thickness. The thickness of base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary

construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated. Temporary construction is defined as those areas constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course widening thickness.

The procedure described in Article 407.10(b) will be followed, except:

- (a) The width of a unit shall be the width of the widening along one edge of the pavement.
- (b) The length of the unit shall be 1000 ft (300 m).
- (c) The option of correcting deficient pavement with additional lift(s) shall not apply."

Revise Article 355.09 of the Standard Specifications to read:

"355.09 Tolerance in Thickness. The thickness of HMA base course pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 500 ft (150 m) long, will be evaluated according to Article 407.10(b). Temporary construction is defined as those areas constructed and removed under the same contract. If the base course cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s), and subtract them from the measured core thickness to determine the base course thickness."

Revise Article 356.07 of the Standard Specifications to read:

"356.07 Tolerance in Thickness. The thickness of HMA base course widening pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous area, except for temporary construction; bike paths and individual locations less than 3 ft (1 m) wide or 1000 ft (300 m) long, will be evaluated according to Article 407.10(b) except, the width of a unit shall be the width of the widening along one edge of the pavement and the length of a unit shall be 1000 ft (300 m). Temporary locations are defined as those constructed and removed under the same contract. If the base course widening cannot be cored for thickness prior to placement of the cover layer(s), the Engineer will determine the thickness of the cover layer(s)and subtract them from the measured core thickness to determine the base course widening thickness."

Revise Article 407.10 of the Standard Specifications to read:

"407.10 Tolerance in Thickness. Determination of pavement thickness shall be performed after the pavement surface tests and corrective action have been completed according to Article 407.09. Pay adjustments made for pavement thickness will be in addition to and independent of those made for pavement smoothness. Pavement pay items that individually contain at least 1000 sq yd (840 sq m) of contiguous pavement shall be evaluated with the following exclusions: temporary pavements; variable width pavements; radius returns; short lengths of contiguous pavements less than 500 ft (125 m) in length; and constant width portions of turn lanes less than 500 ft (125 m) in length. Temporary pavements are defined as pavements constructed and removed under the same contract.

The method described in Article 407.10(a), shall be used except for those pavements constructed in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m). The method described in Article 407.10(b) shall be used in areas where access to side streets and entrances necessitates construction in segments less than 1000 ft (300 m).

- (a) Percent Within Limits. The percent within limits (PWL) method shall be as follows.
  - (1) Lots and Sublots. The pavement will be divided into approximately equal lots of not more than 5000 ft (1500 m) in length. When the length of a continuous strip of pavement is 500 ft (1500 m) or greater but less than 5000 ft (1500 m), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement will be grouped together to form lots approximately 5000 ft (1500 m) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
  - (2) Cores. Cores 2 in. (50 mm) in diameter shall be taken from the pavement by the Contractor, at locations selected by the Engineer. The exact location for each core will be selected at random, but will result in one core per sublot. Core locations will be specified prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the core lengths. The cores will be measured with a device supplied by the Department immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples shall be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

(3) Deficient Sublot. When the length of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor may take three additional cores within that sublot at locations selected at random by the Engineer. If the Contractor chooses not to take additional cores, the pavement in that sublot shall be removed and replaced.

When the three additional cores are taken, the length of those cores will be averaged with the original core length. If the average shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the average shows the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient sublots to remain in place. For deficient sublots

allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient sublot is removed and replaced, or additional lifts are placed, the corrected sublot shall be retested for thickness. The length of the new core taken in the sublot will be used in determining the PWL for the lot.

When a deficient sublot is left in place, and no additional lift(s) are placed, no payment will be made for the deficient sublot. The length of the original core taken in the sublot will be used in determining the PWL for the lot.

(4) Deficient Lot. After addressing deficient sublots, the PWL for each lot will be determined. When the PWL of a lot is 60 percent or less, the pavement in that lot shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such deficient lots to remain in place. For deficient lots allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When a deficient lot is removed and replaced, or additional lifts are placed, the corrected lot shall be retested for thickness. The PWL for the lot will then be recalculated based upon the new cores; however, the pay factor for the lot shall be a maximum of 100 percent.

When a deficient lot is left in place, and no additional lift(s) are placed, the PWL for the lot will not be recalculated.

(5) Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order additional cores. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. The need for, and location of, additional cores will be determined prior to commencement of coring operations.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, more additional cores shall be taken to determine the limits of the deficient pavement and that area shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the sublot. An acceptable core is a core with a length of at least 90 percent of plan thickness.

For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement.

When the additional cores show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

- (6) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are placed, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness.
- (7) Determination of PWL. The PWL for each lot will be determined as follows.

#### Definitions:

*xi* = Individual values (core lengths) under consideration

n = Number of individual values under consideration (10 per lot)

 $\bar{x}$  = Average of the values under consideration

LSL = Lower Specification Limit (98% of plan thickness)

 $Q_L$  = Lower Quality Index

s = Sample Standard Deviation

PWL = Percent Within Limits

Determine  $\bar{x}$  for the lot to the nearest two decimal places.

Determine *s* for the lot to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum (x_i - \overline{x})^2}{n - 1}} \quad \text{where} \qquad \sum (x_i - \overline{x})^2 = (x_1 - \overline{x})^2 + (x_2 - \overline{x})^2 + \dots + (x_{10} - \overline{x})^2$$

Determine Q<sub>L</sub> for the lot to the nearest two decimal places using:

$$Q_{L} = \frac{\left(\overline{x} - LSL\right)}{S}$$

Determine PWL for the lot using the  $Q_L$  and the following table. For  $Q_L$  values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

(8) Pay Factors. The pay factor (PF) for each lot will be determined, to the nearest two decimal places, using:

PF (in percent) = 55 + 0.5 (PWL)

If  $\bar{x}$  for a lot is less than the plan thickness, the maximum PF for that lot shall be 100 percent.

(9) Payment. Payment of incentive or disincentive for pay items subject to the PWL method will be calculated using:

Payment = (((TPF/100)-1) x CUP) x (TOTPAVT - DEFPAVT)

TPF = Total Pay Factor CUP = Contract Unit Price

TOTPAVT = Area of Pavement Subject to Coring

DEFPAVT = Area of Deficient Pavement

The TPF for the pavement shall be the average of the PF for all the lots; however, the TPF shall not exceed 102 percent.

Area of Deficient pavement (DEFPAVT) is defined as an area of pavement represented by a sublot deficient by more than ten percent which is left in place with no additional thickness added.

Area of Pavement Subject to Coring (TOTPAVT) is defined as those pavement areas included in lots for pavement thickness determination.

	PERCENT WITHIN LIMITS						
Quality Index	Percent Within Limits	Quality	Percent Within Limits	Quality Index	Percent Within Limits	Quality Index	Percent Within Limits
(Q <sub>L</sub> )*	(PWL)						
0.00	50.00	0.40	65.07	0.80	78.43	1.20	88.76
0.01 0.02	50.38 50.77	0.41 0.42	65.43 65.79	0.81 0.82	78.72 79.02	1.21 1.22	88.97 89.17
0.02	51.15	0.42	66.15	0.82	79.02	1.23	89.38
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99
0.07	52.69	0.47	67.57	0.87	80.47	1.27	90.19
0.08 0.09	53.07 53.46	0.48 0.49	67.93 68.28	0.88 0.89	80.76 81.04	1.28 1.29	90.38 90.58
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96
0.12 0.13	54.60 54.99	0.52 0.53	69.32 69.67	0.92 0.93	81.88 82.16	1.32 1.33	91.15 91.33
0.13	55.37	0.53	70.01	0.93	82.43	1.34	91.52
0.15	55.75	0.55	70.36	0.95	82.71	1.35	91.70
0.15	56.13	0.55	70.30	0.95	82.97	1.36	91.70
0.10	56.51	0.57	71.04	0.97	83.24	1.37	92.04
0.17	56.89	0.58	71.38	0.98	83.50	1.38	92.22
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56
0.21	58.03	0.61	72.39	1.01	84.28	1.41	92.72
0.22	58.40	0.62	72.72	1.02	84.53	1.42	92.88
0.23 0.24	58.78 59.15	0.63 0.64	73.06 73.39	1.03 1.04	84.79 85.04	1.43 1.44	93.05 93.21
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37
0.26 0.27	59.90 60.28	0.66 0.67	74.04 74.36	1.06 1.07	85.53 85.77	1.46 1.47	93.52 93.67
0.27	60.65	0.67	74.69	1.07	86.02	1.47	93.83
0.29	61.03	0.69	75.01	1.09	86.26	1.49	93.98
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13
0.31	61.77	0.71	75.64	1.11	86.73	1.51	94.27
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68
0.35	63.25	0.75	76.90	1.15	87.66	1.55	94.82
0.36 0.37	63.61 63.98	0.76 0.77	77.21 77.51	1.16 1.17	87.88 88.10	1.56 1.57	94.95 95.08
0.37	64.34	0.77	77.82	1.17	88.32	1.57	95.08 95.20
0.39	64.71	0.76	78.12	1.19	88.54	1.59	95.33

<sup>\*</sup>For  $\mathbf{Q}_{\mathbf{L}}$  values less than zero, subtract the table value from 100 to obtain PWL

	PERCENT WITHIN LIMITS (continued)				
Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)	Quality Index (Q <sub>L</sub> )*	Percent Within Limits (PWL)
1.60 1.61 1.62 1.63 1.64	95.46 95.58 95.70 95.81 95.93	2.00 2.01 2.02 2.03 2.04	98.83 98.88 98.92 98.97 99.01	2.40 2.41 2.42 2.43 2.44	99.89 99.90 99.91 99.91 99.92
1.65 1.66 1.67 1.68 1.69	96.05 96.16 96.27 96.37 96.48	2.05 2.06 2.07 2.08 2.09	99.06 99.10 99.14 99.18 99.22	2.45 2.46 2.47 2.48 2.49	99.93 99.94 99.94 99.95 99.95
1.70 1.71 1.72 1.73 1.74	96.59 96.69 96.78 96.88 96.97	2.10 2.11 2.12 2.13 2.14	99.26 99.29 99.32 99.36 99.39	2.50 2.51 2.52 2.53 2.54	99.96 99.96 99.97 99.97 99.98
1.75 1.76 1.77 1.78 1.79	97.07 97.16 97.25 97.33 97.42	2.15 2.16 2.17 2.18 2.19	99.42 99.45 99.48 99.50 99.53	2.55 2.56 2.57 2.58 2.59	99.98 99.98 99.98 99.99
1.80 1.81 1.82 1.83 1.84	97.51 97.59 97.67 97.75 97.83	2.20 2.21 2.22 2.23 2.22	99.56 99.58 99.61 99.63 99.66	2.60 2.61 2.62 2.63 2.64	99.99 99.99 99.99 100.00 100.00
1.85 1.86 1.87 1.88 1.89	97.91 97.98 98.05 98.11 98.18	2.25 2.26 2.27 2.28 2.29	99.68 99.70 99.72 99.73 99.75	≥ 2.65	100.00
1.90 1.91 1.92 1.93 1.94	98.25 98.31 98.37 98.44 98.50	2.30 2.31 2.32 2.33 2.34	99.77 99.78 99.80 99.81 99.83		
1.95 1.96 1.97 1.98 1.99	98.56 98.61 98.67 98.72 98.78	2.35 2.36 2.37 2.38 2.39	99.84 99.85 99.86 99.87 99.88		

<sup>\*</sup>For  $\mathbf{Q}_{\mathbf{L}}$  values less than zero, subtract the table value from 100 to obtain PWL

- (b) Minimum Thickness. The minimum thickness method shall be as follows.
  - (1) Length of Units. The length of a unit will be a continuous strip of pavement 500 ft (150 m) in length.
  - (2) Width of Units. The width of a unit will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.
  - (3) Thickness Measurements. Pavement thickness will be based on 2 in. (50 mm) diameter cores.

Cores shall be taken from the pavement by the Contractor at locations selected by the Engineer. When determining the thickness of a unit, one core shall be taken in each unit.

The Contractor and the Engineer shall witness the coring operations, as well as the measuring and recording of the cores. Core measurements will be determined immediately upon removal from the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be disposed of according to Article 202.03.

Upon completion of each core, all water shall be removed from the hole and the hole then filled with a rapid hardening mortar or concrete. The material shall be mixed in a separate container, placed in the hole, consolidated by rodding, and struck-off flush with the adjacent pavement.

- (4) Unit Deficient in Thickness. In considering any portion of the pavement that is deficient, the entire limits of the unit will be used in computing the deficiency or determining the remedial action required.
- (5) Thickness Equals or Exceeds Specified Thickness. When the thickness of a unit equals or exceeds the specified plan thickness, payment will be made at the contract unit price per square yard (square meter) for the specified thickness.
- (6) Thickness Deficient by Ten Percent or Less. When the thickness of a unit is less than the specified plan thickness by ten percent or less, a deficiency deduction will be assessed against payment for the item involved. The deficiency will be a percentage of the contract unit price as given in the following table.

Percent Deficiency (of Plan Thickness)	Percent Deduction (of Contract Unit Price)	
0.0 to 2.0	0	
2.1 to 3.0	20	
3.1 to 4.0	28	
4.1 to 5.0	32	
5.1 to 7.5	43	
7.6 to 10.0	50	

(7) Thickness Deficient by More than Ten Percent. When a core shows the pavement to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient pavement. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient pavement. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient pavement will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient pavement shall be removed and replaced; however, when requested in writing by the Contractor, the Engineer may permit in writing such areas of deficient pavement to remain in place. For deficient areas allowed to remain in place, additional lift(s) may be placed, at no additional cost to the Department, to bring the deficient payement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The area(s) to be overlaid, material to be used, thickness(es) of the lift(s), and method of placement will be approved by the Engineer.

When an area of deficient pavement is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness. The thickness of the new core will be used to determine the pay factor for the corrected area.

When an area of deficient pavement is left in place, and no additional lift(s) are placed, no payment will be made for the deficient pavement. In addition, an amount equal to two times the contract cost of the deficient pavement will be deducted from the compensation due the Contractor.

The thickness of the first acceptable core on each side of the core more than ten percent deficient will be used to determine any needed pay adjustments for the remaining areas on each side of the area deficient by more than ten percent. The pay adjustment will be determined according to Article 407.10(b)(6).

(8) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. These additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action.

When the additional cores show the pavement to be deficient by more than ten percent of plan thickness, the procedures outlined in Article 407.10(b)(7) shall be followed, except the Engineer will determine the additional core locations.

When the additional cores, ordered by the Engineer, show the pavement to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04.

(9) Profile Index Adjustment. After any area of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be retested for pavement smoothness and any necessary profile index adjustments and/or corrections will be made based on these final profile readings prior to retesting for thickness."

Revise Article 482.06 of the Standard Specifications to read:

"482.06 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. When the contract includes square yards (square meters) as the unit of measurement for HMA shoulder, thickness determinations shall be made according to Article 407.10(b)(3) and the following.

- (a) Length of the Units. The length of a unit shall be a continuous strip of shoulder 2500 ft (750 m) long.
- (b) Width of the Units. The width of the unit shall be the full width of the shoulder.
- (c) Thickness Deficient by More than Ten Percent. When a core shows the shoulder to be deficient by more than ten percent of plan thickness, additional cores shall be taken on each side of the deficient core, at stations selected by the Contractor and offsets selected by the Engineer, to determine the limits of the deficient shoulder. No core shall be located within 5 ft (1.5 m) of a previous core obtained for thickness determination. The first acceptable core obtained on each side of a deficient core will be used to determine the length of the deficient shoulder. An acceptable core is a core with a thickness of at least 90 percent of plan thickness. The area of deficient shoulder will be defined using the length between two acceptable cores and the full width of the unit. The area of deficient shoulder shall be brought to specified thickness by the addition of the applicable mixture, at no additional cost to the Department and subject to the lift thickness requirements of Article 312.05, or by removal and replacement with a new mixture. However, the surface elevation of the completed shoulder shall not exceed by more than 1/8 in. (3 mm) the surface elevation of the adjacent pavement. When requested in writing by the Contractor, the Engineer may permit in writing such thin shoulder to remain in place. When an area of thin shoulder is left in place, and no additional lift(s) are placed, no payment will be made for the thin shoulder. In addition, an amount equal to two times the contract unit price of the shoulder will be deducted from the compensation due the Contractor.

When an area of deficient shoulder is removed and replaced, or additional lifts are placed, the corrected pavement shall be retested for thickness.

(d) Right of Discovery. When the Engineer has reason to believe any core location does not accurately represent the true conditions of the work, he/she may order additional cores. When the additional cores, ordered by the Engineer, show the shoulder to be at least 90 percent of plan thickness, the additional cores will be paid for according to Article 109.04. When the additional core shows the shoulder to be less than 90 percent of plan thickness, the procedure in (c), above shall be followed."

Revise Article 483.07 of the Standard Specifications to read:

"483.07 Tolerance in Thickness. The shoulder shall be constructed to the thickness shown on the plans. Thickness determinations shall be made according to Article 482.06 except the option of correcting deficient pavement with additional lift(s) shall not apply."

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

Effective: September 1, 2000 Revised: November 1, 2008

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE 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 **0.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal

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

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

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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

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

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the

request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the

contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau 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.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment 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 Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

#### **ENGINEER'S FIELD OFFICE TYPE A (BDE)**

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

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.
- (I) 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 telephone bills that, when combined, exceed \$150."

#### **EPOXY PAVEMENT MARKINGS (BDE)**

Effective: January 1, 2007

Revise Article 1095.04(a) of the Standard Specifications to read:

"(a) The epoxy marking material shall consist of a 100 percent solid two part system

formulated and designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A and one volume of Part B). No volatile solvents or fillers will be allowed. Total solids shall not be less than 99 percent when determined, on the mixed material, according to ASTM D 2369, excluding the solvent dispersion."

Revise Article 1095.04(d) of the Standard Specifications to read:

"(d) Composition by Weight of Component A as Determined by Low Temperature Ashing. A 0.5 gram sample of component A shall be dispersed with a paperclip on the bottom of an aluminum dish, weighed and then heated in a muffle furnace at 1000 °F (538 °C) for one hour and weighed again. No solvents shall be used for dispersion. The difference in the weights shall be calculated and meet the following.

Pigment*	White	Yellow
Titanium Dioxide ASTM D 476 Type II	21-24%	
Organic Yellow, Titanium Dioxide, Other		± 2%**
Epoxy Resin	76-79%	± 2%**

<sup>\*</sup> No extender pigments are permitted.

Revise Article 1095.04(f) of the Standard Specifications to read:

"(f) The daylight directional reflectance of the paint (without glass spheres) applied at 14 to 16 mils (0.35 to 0.41 mm) shall meet the following requirements when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White:	Daylight Reflectance	80 % min.
Yellow:*	Daylight Reflectance	50 % min.

<sup>\*</sup>Shall meet the coordinates of the following color tolerance chart.

x 0.490	0.475	0.485	0.530	
V	0 470	0.438	0.425	0 456"

Revise Article 1095.04(h) of the Standard Specifications to read:

"(h) The epoxy pavement marking material, when mixed in the proper mix ratio and tested according to ASTM D 7234 shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test."

Revise Article 1095.04(n) of the Standard Specifications to read:

"(n) The epoxy paint shall be applied to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) and allowed to cure

<sup>\*\*</sup> From the pigment and epoxy resin content determined on qualification samples."

for 72 hours at room temperature. Subject the coated panel for 75 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall show no more than 10 Hunter Lab Delta E units or substantial change in gloss from the original, non-exposed paint."

# **EQUIPMENT RENTAL RATES (BDE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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."

#### HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

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

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

	Frequency of Tests	Frequency of Tests	Test Method
"Parameter			See Manual of Test
	High ESAL Mixture	All Other Mixtures	Procedures for
	Low ESAL Mixture		Materials
VMA	Day's production	N/A	Illinois-Modified
	≥ 1200 tons:		AASHTO R 35
	1 per half day of production		
Note 5.	r por man day or production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 5. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS				
Parameter High ESAL High ESAL All Other Low ESAL Low ESAL				
	Individual Test	Moving Avg. of 4	Individual Test	
VMA	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	N/A	

<sup>2/</sup> Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: 1/	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) <sup>1/</sup>	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

<sup>1/</sup> Based on washed ignition."

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

Effective: April 1, 2008

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

"Parameter	Frequency of Tests  High ESAL Mixture Low ESAL Mixture	Frequency of Tests  All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation  Hot bins for batch and continuous plants.  Individual cold-feed or combined belt-feed for drier drum plants.  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)  Note 1.	1 dry gradation per day of production (either morning or afternoon sample).  and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).  Note 3.	1 gradation per day of production.  The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.  Note 4.	Illinois Procedure

Asphalt Binder Content by Ignition	1 per half day of	1 per day	Illinois-Modified AASHTO
Oven	production	r per day	T 308
Note 2.			
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity		1 per day	Illinois-Modified AASHTO
of Gyratory Sample	1 per half day of production		T 312
	Day's production < 1200 tons:		
	1 per half day of production for first		
	2 days and 1 per		
	day thereafter (first		
	sample of the day)		
	Day's production ≥		
Maximum Specific Gravity of Mixture	1200 tons:	1 per day	Illinois-Modified AASHTO T 209"
	1 per half day of		00
	production		
	Day's production <		
	1200 tons:		
	1 per half day of		
	production for first		
	2 days and 1 per		
	day thereafter (first		
	sample of the day)		

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

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

# LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

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

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

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

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

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 fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

#### 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.

#### PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: March 1, 2009

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### **"STATEMENTS AND PAYROLLS**

The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number.). The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

<u>STATE CONTRACTS</u>. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
- 3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

#### PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

# RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

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

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

Revise Section 1031 of the Standard Specifications to read:

#### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

**1031.01 Description.** Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

**1031.02 Stockpiles.** The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

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

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

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

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

<sup>1/</sup> The tolerance for fractionated reclaimed asphalt pavement (FRAP) shall be  $\pm$  0.3 %.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate

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

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

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

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

**1031.05 Use of RAP in HMA.** The use of RAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be homogeneous in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate, or conglomerate DQ.
- (f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

#### Max RAP Percentage

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

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

## Overlays:

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

#### Full Depth:

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

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

# Max FRAP Percentage<sup>1/</sup>

HMA Mixtures 21, 31	Maximum % FRAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

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

#### Overlays:

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

#### Full Depth:

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

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

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

**1031.07 HMA Production.** The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

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

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

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

- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

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

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

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

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

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

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

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

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

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

# **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **25** working days.

<sup>&</sup>quot;Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

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

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

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

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

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

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

Where: CA = Cost Adjustment, \$.

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

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

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

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

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

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

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

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

G<sub>mb</sub> = Average bulk specific gravity of the mixture, from the approved mix design.

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

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

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

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

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

# **RETURN WITH BID**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:		_		
Company Name:				
Contractor's Option:				
Is your company opting to inclu	ude this spec	ial provision as par	t of the contract?	
Yes	No			
Signature:			Date:	

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

Effective: April 1, 2009

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

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

# (a) Categories of Work.

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

modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

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

# (b) Fuel Usage Factors.

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

## (c) Quantity Conversion Factors.

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

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

 $CA = (FPI_P - FPI_L) x (FUF / 100) x Q$ 

Where: CA = Cost Adjustment, \$

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

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

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

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

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

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

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

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

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

# **RETURN WITH BID**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR FUEL COST ADJUSTMENT

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

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

# Illinois Department of Transportation PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2007, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract 68816 (hereinafter, the "Project").

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

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

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

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

## ARTICLE II - APPLICABILITY, RECOGNITION, AND COMMITMENTS

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

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

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

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

slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate. A single Permanent Arbitrator shall be selected from the slate of three on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

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

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

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

## ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

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

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

# **ARTICLE VI - JURISDICTIONAL DISPUTES**

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

#### Notes:

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

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

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

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

#### **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

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

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

FAP Route 646 (IL 40) Section 126RS-6 Peoria County Contract No. 68816

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

#### **ARTICLE VIII – MISCELLANEOUS**

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

FAP Route 646 (IL 40) Section 126RS-6 Peoria County Contract No. 68816

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

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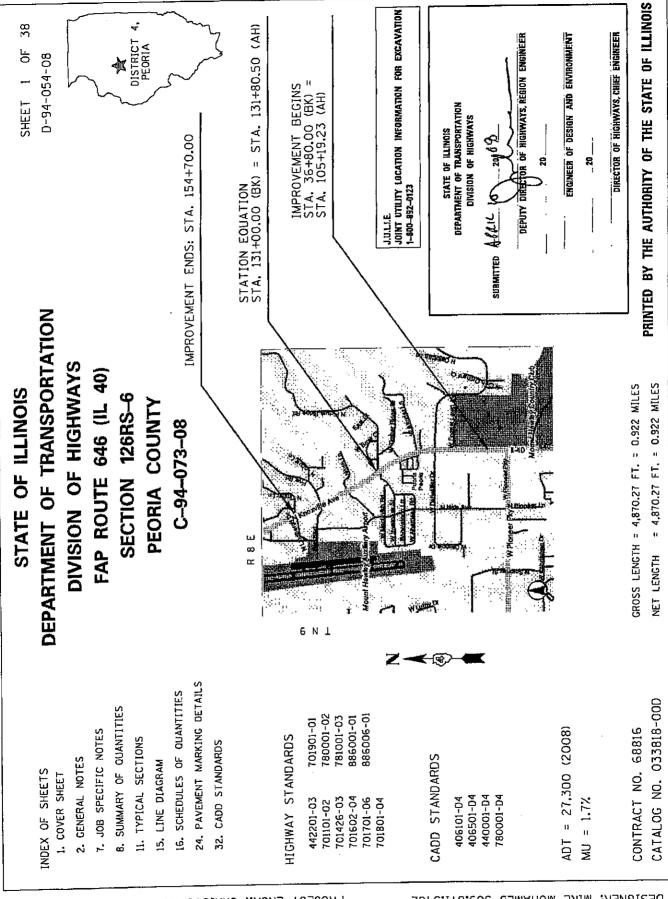
#### **Execution Page**

Illinois Department of Transportation	
Christine M. Reed, P.E., Director of Highways	
Ann Schneider, Director Finance & Administration	
Ellen Schanzle-Haskins, Chief Counsel	
Gary Hannig, Acting Secretary	(Date)
Illinois AFL-CIO Statewide Project Labor Agreement Committee	e, representing the local unions listed below:
	(Date)
List Union Locals:	

FAP Route 646 (IL 40) Section 126RS-6 Peoria County Contract No. 68816

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

Exhibit A – Contractor Letter of Assent
(Date)
To All Parties:
In accordance with the terms and conditions of the contract for Construction Work on [Contract 68816], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.
It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.
(Authorized Company Officer)
(AdditionZed Gompany Gineer)
(Company)
** RETURN WITH BID **



ROUTE         SECTION         COUNTY         SHEET           F.A.P. 646         126RS-6         PEORIA         TOTAL NO.           MKD. IL 40         126RS-6         PEORIA         38         2
JTE         SECTION         COUNTY           646         126RS-6         PEORIA         TOT,           IL 40         38
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F.A.P. MKD.

### COMMITMENTS

COMMITMENTS ARE NOT TO BE ALTERED WITHOUT THE WRITTEN APPROVAL OF ALL PARTIES TO WHICH THE COMMITMENT WAS MADE.

NO COMMITMENTS HAVE BEEN MADE ON THIS JOB.

### GENERAL NOTES

ENVIRONMENTAL REVIEWS

DEPARTMENT TO CONDUCT CULTURAL AND BIOLOGICAL RESOURCE SURVEYS FOR THE PROPOSED THE REQUIRED ENVIRONMENTAL RESOURCE REQUEST SURVEYS ACCORDING TO SECTION 107.22 ROADS, DETOURS, RUN-AROUNDS, ETC.) AND/OR WASTE AREAS, THE CONTRACTOR SHALL FILE PRIOR TO THE USE OF ANY PROPOSED BORROW AREAS, USE AREAS (TEMPORARY ACCESS OF THE STANDARD SPECIFICATIONS, THESE SURVEYS ARE REQUIRED IN ORDER FOR THE

THE CONTRACTOR. EXCESS WASTE PRODUCTS REMOVED FROM THE CONSTRUCTION SITE SHALL REQUIRED ENVIRONMENTAL RESOURCE SURVEYS WILL NEED TO BE OBTAINED AND FILED BY PRIOR TO ANY WASTE MATERIALS BEING REMOVED FROM THE CONSTRUCTION SITE THE BE DISPOSED OF AS REQUIRED IN SECTION 202.03 OF THE STANDARD SPECIFICATIONS.

ANY PROTRUDING METAL BARS SHALL BE REMOVED PRIOR TO THE DISPOSAL OF BROKEN CONCRETE AT APPROVED DISPOSAL SITES.

THE REQUIRED ENVIRONMENTAL RESOURCE DOCUMENTATION SHALL INCLUDE THE FOLLOWING:

- BDE FORM 2289 (ENVIRONMENTAL SURVEY REQUEST)
  A LOCATION MAP SHOWING THE SIZE LIMITS AND LOCATION OF THE USE AREA SIGNED PROPERTY DWINER AGREEMENT FORM-D4 PIO100 COLOR PHOTOGRAPHS DEPICTING THE USE AREA BORROW AREA ENTRY AGREEMENT FORM-D4 PIO101

PLEASE NOTE THAT A MINIMUM OF TWO WEEKS SHALL BE ALLOWED FOR THE DISTRICT TO OBTAIN THE REQUIRED ENVIRONMENTAL CLEARANCES.

#### GENERAL NOTES

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# PROPERTY OWNER ACCESS REQUIREMENTS

ARTICLE 107.09 UNLESS ARRANGEMENTS ARE MADE IN WRITING BY THE CONTRACTOR WITH ACCESS MUST BE MAINTAINED TO ALL EXISTING PROPERTIES DURING CONSTRUCTION PER THE PROPERTY OWNERS WITH A COPY TO THE ENGINEER FOR SHORT—TERM CLOSURES.

#### AGGREGATE, TYPE B

SURFACES THUS CONSTRUCTED ARE TO BE COVERED WITH A BITUMINOUS SURFACE, EXCEPT OF SIDE ROADS, ENTRANCES, AND MAILBOX TURNOUTS, WHETHER OR NOT PORTIONS OF THE AGGREGATE, TYPE B SHALL BE REQUIRED FOR ALL GRANULAR CONSTRUCTION WHERE NOTED DIFFERENTLY ON THE PLANS.

# BUTT JOINT CUTTING TIME RESTRICTION

BUTT JOINTS SHALL NOT BE MILLED MORE THAN THREE (3) DAYS PRIOR TO PLACEMENT OF THE BITUMINOUS SURFACE COURSE.

## PAVING SURFACE COURSE

TIMES DURING THE CONSTRUCTION OF THE HOT-MIX ASPHALT SURFACE. NO INTERRUPTIONS CONTINUOUS PAVING OPERATIONS ON THE MAIN ROADWAY SHALL BE MAINTAINED AT ALL FOR SIDE ROADS, ENTRANCES, TURN LANES, ETC. WILL BE ALLOWED.

#### GENERAL NOTES

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# PAVEMENT STATIONING NUMBERS & PLACEMENT

THE CONTRACTOR SHALL PROVIDE LABOR AND MATERIALS REQUIRED TO IMPRINT PAVEMENT NUMBERS SHALL BE APPROXIMATELY 3/4 INCH (20MM) WIDE, 5 INCHES (125 MM) HIGH AND STATION NUMBERS IN THE FINISHED SURFACE OF THE PAVEMENT AND/OR OVERLAY. THE 58 INCH (15 MM) DEEP.

THE PAVEMENT STATION NUMBERS SHALL BE INSTALLED AS SPECIFIED HEREIN:

INTERVAL - 200 FEET (ENGLISH STATIONING) OR 100 METERS (METRIC STATIONING)

BOTTOM OF NUMBERS — 6 INCHES (150 MM) FROM THE INSIDE EDGE OF THE PAVEMENT MARKING

#### LOCATION:

- \* 2,3, & 5 LANE PAVEMENTS RIGHT EDGE OF PAVEMENT IN DIRECTION OF INCREASING STATIONS
- \* MULTI-LANE DIVIDED ROADWAYS OUTSIDE EDGE OF PAVEMENT IN BOTH DIRECTIONS
- \* RAMPS ALONG BASELINE EDGE OF PAVEMENT

POSITION - STATIONS SHALL BE PLACED SO THEY CAN BE READ FROM THE ADJACENT SHOULDER

FORMAT - ENGLISH (METRIC) PAVEMENT STATIONS SHALL USE THIS FORMAT \*XXX WHERE X REPRESENTS THE PAVEMENT STATION. "(XX + XX0)"

THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCLUDED IN THE COST OF THE ASSOCIATED PAVEMENT AND/OR OVERLAY PAY ITEMS.

#### GENERAL NOTES

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# HOT-MIX ASPHALT MIXTURE REQUIREMENTS

The following mixture requirements are applicable for this project:

Mixture Use(s):	Surface Course	Bituminous Shoulder
		(Surface Lift)
AC/PG:	SBS or SBR 76-22	PG 64-22
RAP% (Max): **	10%	15%
Design Air Voids:	4.0% @ N=70	3.0% @ N=50
Mixture Composition:	II 95 or 11 12 5	11 9 5 or 11 12 5
(Gradation Mixture)	IE 0.0 01 IE 12.0	וב סיס סו ובונבים
Friction Aggregate:	Mixture E	Mixture C

<sup>\*\*</sup> If RAP option is selected, the asphalt cement grade may need to be adjusted, this will be determined by the Materials Engineer.

### 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.

### GENERAL NOTES

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#### SIGNING

SIGN LOCATIONS MAY VARY FROM THE STATIONS SHOWN ON THE PLANS IN ACCORDANCE WITH DIRECTIONS FROM THE ENGINEER AT THE TIME OF CONSTRUCTION. SIGN LOCATIONS MAY BE ADJUSTED IN THE FIELD TO AVOID ANY FOUND UTILITIES.

ALL WOOD POST LOCATIONS SHALL BE VERIFIED WITH THE BUREAU OF OPERATIONS, TRAFFIC SECTION, BEFORE INSTALLATION.

# TRAFFIC COUNTER LOOP DETECTOR INSTALLATION

TECHNICIAN IN PROGRAM DEVELOPMENT AT LEAST ONE WEEK PRIOR TO THE INSTALLATION TO THE RESIDENT ENGINEER AND/OR CONTRACTOR SHALL NOTIFY THE TRAFFIC STUDIES DETERMINE EXACT LOCATION.

### GENERAL NOTES

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### TAPER REMOVAL AT MANHOLES

- 1. CONTRACTOR SHALL PLACE A TEMPORARY HOT-MIX ASPHALT TAPER AROUND ANY MANHOLES AFTER
  - MILLING.
- CONTRACTOR SHALL REMOVE AND DISPOSE TAPER MATERIAL PRIOR TO PLACEMENT OF THE HOT-MIX ASPHALT SURFACE COURSE.
- SEPARATELY, BUT WILL BE CONSIDERED AS INCLUDED IN THE COST OF THE HOT-MIX ASPHALT SURFACE THE PLACING AND REMOVAL OF THE TEMPORARY HOT-MIX ASPHALT TAPER WILL NOT BE PAID FOR COURSE PAY ITEM.

# DETECTOR LOOP INSTALLATION - CONSTRUCTION NOTES

- DETECTOR LOOP REPLACEMENT QUANTITIES ARE ESTIMATED. THE CONTRACTOR SHALL ONLY REPLACE THE DETECTOR LOOPS THAT ARE DAMAGED BY THE MILLING PROCESS.
- A TYPE II SPLICE SHALL BE USED FOR ALL DETECTOR LEADINS.
- 3. ALL DETECTOR LOOPS SHALL BE PLACED BACK INTO THEIR ORIGINAL LOCATIONS.
- THE PROPOSED DETECTOR LOOPS SHALL BE CUT IN THE MILLED SURFACE OR LEVELING BINDER COURSE BEFORE THE FINAL OVERLAY.

4.

- ALL LOOP RISERS AFFECTED BY THE MILLING OPERATIONS SHALL BE REFLECTED THROUGH THE NEW SURFACE AND ALL LOOP RISERS SHALL BE CHIPPED OUT AND FILLED WITH EPOXY. ĸ
  - THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TRAFFIC, RANDY LANINGA, AT (309) 671-4477 FORTY-EIGHT HOURS PRIOR TO BEGINNING MILLING OR PATCHING OPERATIONS. Ġ
- THESE ITEMS SHALL BE INCLUDED IN THE BID PRICE FOR DETECTOR LOOP, TYPE I PAY ITEM. THERE WILL BE NO ADDITIONAL COMPENSATION.

#### CONSTRUCTION NOTES

- 1. ANY MAINTENANCE OF EXISTING TRAFFIC SIGNALS SHALL BE CONSIDERED EXTRA WORK IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.
  - 2. THE LOCATION OF ALL UTILITIES AND PRIVATELY OWNED FACILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE INSTALLATION OF ANY COMPONENTS.
- HIS/HER OWN EXPENSE IF REQUIRED, PRIOR TO PERFORMING ANY WORK THE CONTRACTOR SHALL ALSO THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING IDOT ELECTRICAL FACILITIES AT BE LIABLE FOR ANY DAMAGE TO IDOT FACILITIES RESULTING FROM INACCURATE LOCATING. m
  - 4. ELECTRICAL WORK SHALL CONFORM WITH NATIONAL, STATE, AND LOCAL CODES.

## JOB SPECIFIC NOTES

#### UT II

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F.A.P.	646	19606	10070	TOTAL	ON
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	SUMMARY OF QUANTITIES		S	URBAN 100% STATE	
CODE NO.	ПЕМ	UNIT	TOTAL QUANTITIES	1000	
40600215	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	NOT	25	25	
40600300	AGGREGATE (PRIME COAT)	TON	146	146	
40600895	CONSTRUCTING TEST STRIP	ЕАСН	-	-	
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	4,972	4,972	<del>-</del> : -
40600990	TEMPORARY RAMP	SQ YD	329	329	
40603565	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX"E", N70	NOT	5,063	5,063	, <u>.</u>
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	43,637	43,637	
44201389	CLASS C PATCHES, TYPE II, 13 INCH	SQ YD	266	997	
44201394	CLASS C PATCHES, TYPE III, 13 INCH	SQ YD	117	117	<del></del>
48101200	AGGREGATE SHOULDERS, TYPE B	NOT	88	88	
48203005	HOT-MIX ASPHALT SHOULDERS, 2"	SA YD	381	381	-1 1
67000400	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	3	3	<del>- '-'</del>
67100100	MOBILIZATION	MNS 7	-	-	
7010 2632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1	-	L
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	-	7	ns
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SUMMARY OF QUANTITIES

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		SUMMARY OF QUANTITIES	ITIE	S	URBAN 100% STATE	<del>-                                    </del>
	CODE NO.	ПЕМ	UNIT	TOTAL QUANTITIES	1000	
	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	LSUM	-	+	I I'' I
$\dashv$	70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	10	10	1-1
+	70106800	CHANGEABLE MESSAGE SIGN	CAL MO	1.0	1.0	
++	70300100	70300100 SHORT:TERM PAVEMENT MARKING	FOOT	8,653	8,653	17
+	70300210	70300210 TEMPORARY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQFT	1,108	1,108	11
1	70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	16,135	16,135	-1-1
	70300240	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	3,279	3,279	
	70300250	70300250 TEMPORARY PAVEMENT MARKING - LINE 8"	FOOT	4,529	4,529	$\overline{}$
1	70300260	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	328	328	<del></del>
廿	70300280	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	356	356	
$\pm \pm$	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQFT	1,413	1,413	
*	78003130	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	FOOT	3,279	3,279	11
*	78005100	EPOXY PAVEMENT MARKING - LETTERS FSYMBOLS	SQFT	1,108	1,108	
×	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	16,135	16,135	_ <u>L</u>
<b>≫</b>	78005140	EPOXY PAVEMENT MARKING - LINE 8"	F00T	4,529	4,529	<b>S</b>
1						 7

# SUMMARY OF QUANTITIES

IL 40

\*SPECIALTY ITEM

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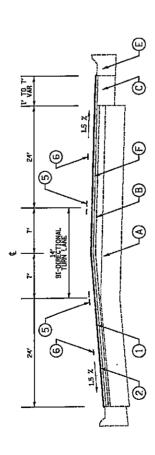
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		SCINIVIAN OF GOAN	Ĭ		100% STATE	li)
CODE NO.		пем	UNIT	TOTAL QUANTITIES	0001	
78005150 EPOX	EPOX	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	328	328	
78005180 EPO)	EΡΟ	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	356	356	
78100100 RAIS	RAIS	78100100 RAISED REFLECTIVE PAVEMENT MARKER	EACH	365	365	
78300200 RAISI	RAISI	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	248	248	
88600100 DETE		DETECTOR LOOP, TYPE I	FOOT	672	672	1
X0322729 MATI	_₩ W	X0322729 MATERIAL TRANSFER DEVICE	NOT	5,063	5,063	
X2503100 MOWING	Mo	VING	UNIT	49	46	

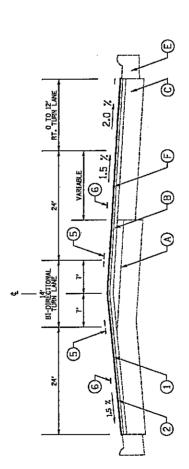
\* SPECIALTY ITEM

SUMMARY OF QUANTITIES

IL 40



## STA, 105+19.23 TO 110+36.00



STA, 110+36.00 TO 113+22.36

#### LEGEND - EXISTING

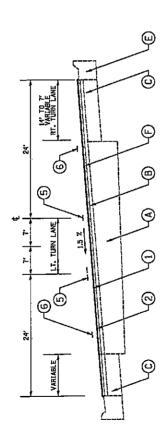
- PCC PAVEMENT
- BITUMINOUS OVERLAY
  - PCC BASE COURSE
- BITUMINOUS SHOULDER
- COMBINATION CONCRETE CURB & GUTTER TYPE B-6.24
- (E) AREA REFLECTIVE CRACK CONTROL, SYSTEM A

#### LEGEND - PROPOSED

- HMA SURFACE REMOVAL, 2"  $\Theta$
- POLYMERIZED HMA SURFACE CSE, 2"
  - HMA SHOULDER, 2"
- AGGREGATE SHOULDER, TYPE B
  - EPOXY PAVEMENT MARKING
- PREFORMED PLASTIC PAVEMENT MARKING, TYPE B

### TYPICAL SECTIONS IL 40 – MAINLINE

OUTE
646
IL 40



STA, 113+22,36 TO 116+98,30

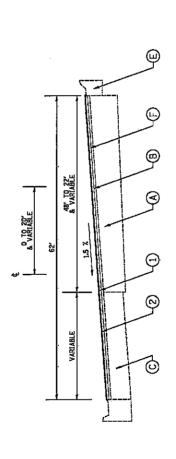
#### LEGEND - EXISTING

- PCC PAVEMENT
- BITUMINOUS OVERLAY
  - PCC BASE COURSE
- BITUMINOUS SHOULDER
- COMBINATION CONCRETE CURB & GUTTER TYPE B-6.24 @@@@@
- AREA REFLECTIVE CRACK CONTROL, SYSTEM A (F)

#### LEGEND - PROPOSED

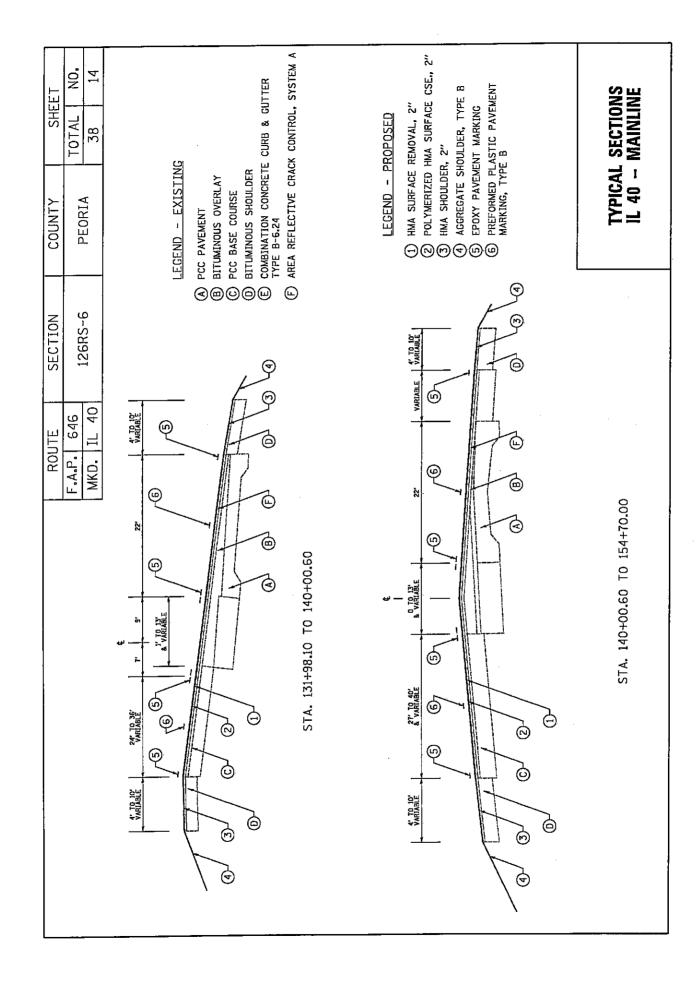
- HMA SURFACE REMOVAL, 2"
- POLYMERIZED HMA SURFACE CSE., 2"
  - HMA SHOULDER, 2"
- AGGREGATE SHOULDER, TYPE B
- PREFORMED PLASTIC PAVEMENT MARKING, TYPE B EPOXY PAVEMENT MARKING  $\Theta$

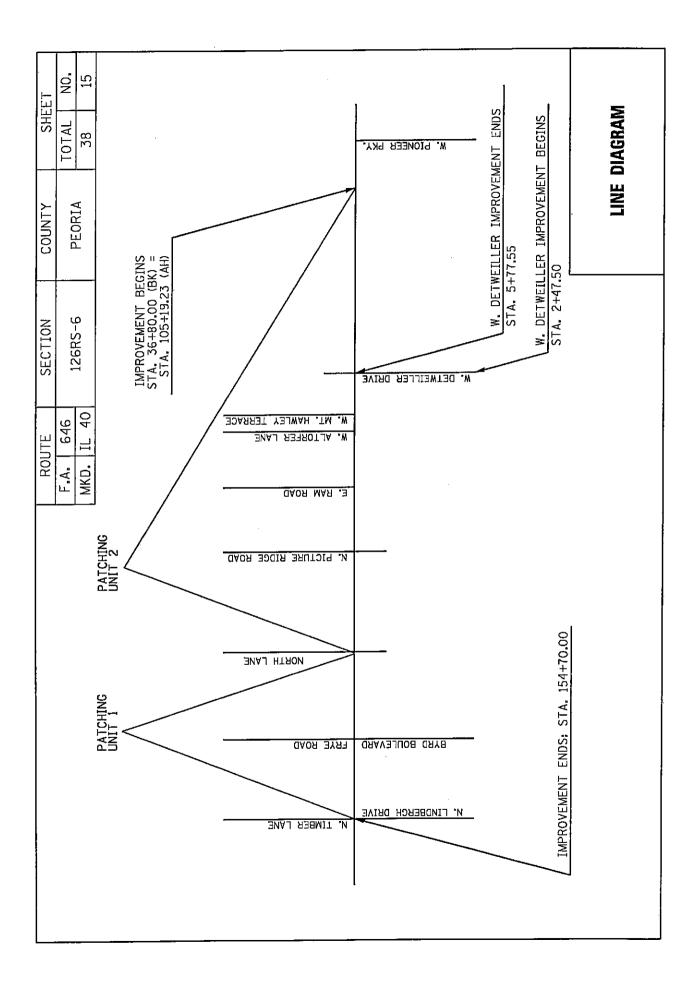
## TYPICAL SECTIONS IL 40 - MAINLINE



STA. 116+98.30 TO 123+50.00

COUNTY SHEET TOTAL NO. PEORIA 38 13	LEGEND - EXISTING PCC PAVEMENT BITUMINOUS OVERLAY PCC BASE COURSE BITUMINOUS SHOULDER COMBINATION CONCRETE CURB & GUTTER TYPE B-6.24 AREA REFLECTIVE CRACK CONTROL, SYSTEM A	LEGEND - PROPOSED HMA SURFACE REMOVAL, 2" POLYMERIZED HMA SURFACE CSE., 2" HMA SHOULDER, 2" AGGREGATE SHOULDER, TYPE B EPOXY PAVEMENT MARKING PREFORMED PLASTIC PAVEMENT MARKING, TYPE B	TYPICAL SECTIONS IL 40 – MAINLINE
ROUTE SECTION F.A.P. 646 MKD. IL 40 126RS-6	C   C   C   C   C   C   C   C   C   C	LEGE  A ANGLABLE  A ANGLABLE  A ANGLABLE  B TOTAL TUBIN LANG  B TOTAL  B TO	STA. 129+44.83 TO 131+98.10





-	TOTAL NO.																													:	SCHEDULE	<b>1</b> 0	OILANTIES	COMMITTES
	PEORIA	AGG SHLD TYPE B (RT/LT)	TON						1			_					1																	
$\dagger$		AGG (PR CT)	TON	0.67	5,37	4.88	5.18	4.23		1.47	1,71	2.45	5.03	4.44	6.10	3.04	0.68	3.43	2.06	3.95	4.46	4.47	4.36	0.80	4.47	2.84	1.47	3.36	1.17	3.95	0.15	5.65	0.40	2.10
	126RS-6	POLY BIT MAT (PR CT)	TON	0.12	0.93	0.85	06'0	0.73		0,26	0.30	0.43	0.87	0.77	1.06	0.53	0.12	69'0	96.0	69'0	0.77	0.77	92.0	0.14	7.0	0.49	0.25	0.58	0.20	0.68	0.03	0.98	0.07	0.36
	126	HMA SHOULDER 2"	NOT																											-				
L	646 IL 40	POLY HMA SURF CSE MIX "E" N70 2"	NOT	 24.86	200.66	182.09	193,33	157.97		54,95	63.76	91.65	187.86	165,86	227.61	113.39	24.77	127.95	76.93	147,62	166.48	166.85	162.86	30.02	166.77	105.90	54.85	125,34	43.51	147.29	5.72	210,96	14.84	78.52
	MKD.	HOT-MIX ASPHALT SURF REM	(SQ.YD)		1,791.61	1,625.78	1,726,14	1,410.44	1	490.67	569,28	818,29	1,677,33	1,480.89	2,032.22	1,012.44	221.18	1,142.40	686.92	1,318.04	1,486.43	1,489.69	1,454.10	268.02	1,489.02	945.56	489.78	1,119.10	388,44	1,315,07	51.05	1,883.59	132.46	701.06

1,012.44 1,142.40

9,112.00

295.00

221.18

1,990.60

10,281.60

26.90 151.20

123+76.00 TO 125+10.00 125+10.00 TO 125+36.90 125+36.90 TO 126+88.10

1,486.43

73.55

STATION EQUATION 131+00.00 BK = 131+80.50 AH

686.92

6,182,25

11,862.40 13,377.84

151.20 181.90

129+18,10

2

127+66.90

129+18.10 TO 131+00.00

78.80

126+88,10 TO 127+66.90

13,407.25 1,489.69

73.55

182.30 192.20 192,20

131+80.50 TO 133+62.80

135+55.00

133+62.80 TO

68.09 63,82 69.73 74.00

1,454,10

268,02

2,412,21

37.80

135+55.00 TO 135+92.80

2,032,22

1,677.33

15,096.00 13,328.00 18,290.00

74.00 68.00 62.00 74.00 78.46 78.46

204:00

116+81.00 TO 118+85.00 120+81.00 TO 123+76.00

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103.53 196.00

116+81.00 120+81.00

115+77.47 118+85.00 1,489.02

13,401.15

945.56

8,510,00

OSTA, 141+26.00)

NORTH LN. INTERSECTION (STA. 139+00.00

137+85,00 TO 139+00.00

137+85.00

135+92.80 TO

1,883.59 132.46

16,952,32

51.05

459.42

701.06

1,192.16

16.00

145+26.00

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145+10.00

145+10.00

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1,315.07

3,496,00 11,835,67

76.86 76.57 75.68

154.00

142+80.00

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141+26.00 142+86.00

6.00

142+80,00 TO 142+86,00

46.00

140+80.00 TO 141+26.00

1,119.10 388.44

4,407.98

80.15 80.58

55.00 125.00

139+00.00 TO 139+55.00 139+55.00 TO 140+80.00

489,78

SHEET

COUNTY

ROUTE

(SQ.YD)

(SQ.YD)

(SQ.YD)

(S0.FI)

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37.00

1,726.14

15,535.28 12,693.96

228.46

110+36.00 TO 112+64.46

114+36.00

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1,791.61

64.30 62.00 68,00

250.77

105+49,23 TO 108+00.00

TO 110+36,00

108+00.00 12+64.46

1,998.00 16,124.51

STATION EQUATION 36+80.00 BK = 105+19.23 AH

490.67 818.29

4,416.00 7,364.61

Variable Variable

115+00.00

ဥ 2

14+36.00

115+00.00 TO 115+77.47

ETWELL联 DR. INTERSECTION (STA. 114+36.00 TO STA. 116+81.00)

569.28

5,123,48

Variable

TEMP

BUTT

AREA

AVERAGE WIDTH

LENGTH

STA

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STA

#### SCHEDULE 0F QUANTITIES

																												L			
	<del> </del>	r	_		_	1-	1			1		r -	-	1		<b> </b>		1	I -	_	I	1	Ì	r	I	<del> </del>		r -	Γ-		
AGG SHLD TYPEB (RT / LT)	¥0_L			-							8.98	1,42	6.42	0.84	4.17	2.28	6.26	0.99	4.08	3.51	4.27		5.42	4.37	6.25	6.23	1.67	5.03	4.78	2.66	4.37
AGG (PR CT)	NOT		1.69	2.51	6.31	4.45	1.41	5.40	0,85		1.58	0.18	0.45	90.0	0.73	0.28	0.44	0.07	0.72	0.43	0:30		0.38	0.54	1.10	0.44	0.21	0.88	0.34	0.33	0.77
POLY BIT MAT (PR CT)	NOT NO		0.29	0.43	1.09	22.0	0.24	0.94	0.15		0.27	0.03	90.0	10.0	0.13	0.05	0.08	0.01	0.12	0.07	0.05		20'0	60:0	0.19	90:0	0.04	0.15	90'0	90'0	0.13
HMA SHOULDER 2"	NOL										58,86	6.53	16.82	2.19	27.33	10.45	16.43	2,59	26.76	16.12	11.20		14.23	20.04	40.97	16,33	7.67	32.98	12.54	12.20	28.62
POLY HMA SURF CSE MIX "E" N70 2"	TON		63.25	93.69	235.47	166.22	52.74	201,50	31.73																					-	
HOT-MIX ASPHALT SURF REM 2"	(SQ.YD)		564.73	836,51	2,102.40	1,484,12	470.92	1,799.11			525.56	58.33	150.22	19.56	244.00	63.33	146.67	23.11	238.89	143.89	100.00		127.02	178.89	365.78	145.78	68.44	294.44	112.00	108.89	255.56
TEMP	(SQ.YD)								47.22																						
BUTT	(SQ.YD)								283,33																					,	
*	(SQ.YD)	+10.00)	564.73	836.51	2,102.40	1,484.12	470.92	1,799.11	283.33		525.56	58.33	150.22	19,56	244,00	93.33	146.67	23.11	238.89	143.89	100.00		127.02	178.89	365.78	145.78	68.44	294.44	112.00	108.89	255.58
AREA	(SQ.FT)	TO STA. 150	5,082.54	7,528.58	18,921.63	13,357.11	4,238,29	16,192.00	2,550.00		4,730.00	525.00	1,352.00	176.00	2,196.00	840,00	1,320.00	208.00	2,150.00	1,295.00	900:00		1,143.20	1,610.00	3,292.00	1,312.00	616.00	2,650,00	1,008.00	980,00	2,300.00
AVERAGE WIDTH	(FI)	STA, 146+11.00 TO STA, 150+10.00)	73.66	81.39	79,67	76.37	76,92	80.96	85.00		10.00	7.00	4.00	4.00	10,00	7.00	4,00	4.00	10.00	7.00	4.00		4.00	7.00	10,00	4.00	00.7	10.00	4,00	7.00	10.00
LENGTH	(FI)	SECTION (STA	69.00	92.50	237.50	174.90	55,10	200.002	30.00		473.00	75.00	338,00	44.00	219.60	120.00	330,00	52.00	215.00	185.00	225.00		08'982	230.00	329.20	328.00	00'88	265.00	252.00	140.00	230.00
STA	-	BYRD BLVD, & FRYERD, INTERSECTION (	146+80.00	TO 147+72.50		151+84.90	152+40.00	154+40.00	154+70.00	s (RT)	135+55	136+30	139+68	140+60	142+80	144+00	147+30	147+85	150+00	151+85	154+10	s (LT)	133+63	135+93	139+22	143+88	144+76	147+41	151+00	152+40	154+70
9		& R	2		ဍ	ဍ			Ω	ulder	2	2	ဥ	2	ဥ	ဥ	ဥ	2	2	TO	ဥ	ulder	TO	TO	OT.	ο	10	OT	Q.	OT	ρ
STA		BYRD BLVD	146+11.00	146+80,00	147+72.50	150+10.00	151+84:90	152+40.00	154+40:00	(RT) Shoulders (RT)	130+82	135+55	136+30	140+33	140+60	142+80	144+00	147+55	147+85	150+00	151+85	HMA Shoulders (LT)	130+77	133+63	135+93	140+60	143+88	144+76	148+48	151+00	152+40

. NO

38

PEORIA

126RS-6

ROUTE F.A.P. 646 MKD. IL 40

SHEET | TOTAL | 3R

COUNTY

SECTION

18	38	LCOLIA	0_6/1071	IL 40	MKD.
.ON	TOTAL	BEADTA	2-20261	646	F.A.P.
ET	SHEET	COUNTY	SECTION	ROUTE	ROI

LENGTH		AVERAGE WIDTH	AREA	A	BUTT	TEMP	HOT-MIX ASPHALT SURF REM	POLY HMA SURF CSE MIX "E" N70	HMA SHOULDER 2"	POLY BIT MAT (PR	AGG (PR CT)	AGG SHLD TYPEB
(FT) (FT)	F)	_	(SQ.FT)	(SQ.YD)	(SQ.YD)	(SQ.YD)	(SQ.YD)	NOL	NOT	NO.	NOT	TON
ENTRANCES & SIDEROADS												
28.00 54.00	54.0	,	1,512.00	168.00	168.00	18.89		18.82		60.0	0.50	
87.91 Variable	Variat	.g	16,132.65	1,792,52	31.11	15.56	1,761.41	200.76	:	0.93	5.38	
36,27 Variable	Variab	<u>ē</u>	4,857.97	539.77	539.77	42.73		60.45		0.28	1,62	
42.86 Variable	Variab	9	2,211.96	245.77	245.77	15.26		27.53		0.13	0.74	
36.26 Variable	Variable	_	1,346.21	149,58	149.58	7.94		16.75		90'0	0.45	
49.45 Variable	Variable	_	2,794.15	310,46	310.46	18.32		34.77		0.16	0.93	
37,36 Variable	Variable		1,678.74	186.53	186,53	20.56		20.89		0.10	0.56	
100.00 Variable	Variable	_	13,189.74	1,465,53	1,465,53	31.83		164.14		92'0	4.40	
10.00 Variable	Variab	6	4,188.66	465.41	14'994	41.67		52.13	:	0.24	1.40	0,38
51.64 Variable	Variable		2,707.60	300.84	300.84	12.22		33.69		0.16	0:00	1.96
42.86 Variable	Variat	- <u>e</u>	5,436.27	604.03	604.03	20.14		67.65		0.31	1.81	1.63
TOTALS	S				4,972	329	43.637	5,063	381	25	146	88

#### RATES:

FOR ALL HOT MIXES; 112 LBS/SQ,YD,IN,

FOR AGGREGATE SHOULDERS TY RE B: 2.05 TOWCLYD
OR 114 LBS/SQ.YD.IN 112 (PRIME COAT): 0.004 ton/gal
ON GRANULAR BASE 0.5 GAL/SQ.YD.
ON EXIST. PYT: 0.05 GAL/SQ.YD.
ON COLD MILLED AREA: 0.1 GAL/SQ.YD.
ON NEW PAYT: 0.03 GAL/SQ.YD.

FOR AGG (PRIME COAT):
-ON EXIST PVT. 4 LBS/SQ, YD,
-ON COLD MILLED SURF: 4 LBS/SQ, YD,
-ON NEW PVT: 2 LBS/SQ, YD,

# SCHEDULE OF QUANTITIES

] Ric	ROUTE	SECTION	COUNTY	SHEET	ΈT
F.A.P.	646	3 30361	1	TOTAL	NO.
MKD.	IL 40	0-67071	FEUNIA	38	19

CLASS C PATCHES, 13 INCH	INCH	
	Type II	∏ype III
LOCATION	SQYD	GA DS
PATCHING UNIT 1 (Lindbergh Rd - North Lane)	362.67	32.00
PATCHING UNIT 2 (North Lane - Pioneer Parkway)	634.67	85.33
TOTAL	266	117

MATERIAL TRANSFER DEVICE	TON
JOBSITE	5,063
TOTAL	5,063

CONSTRUCTING TEST STRIP	EACH
JOBSITE	1
TOTAL	1

ENGINEERING FIELD OFFICE TYPE A	CAL MO
JOBSITE	3
TOTAL	3

CHANGEABLE MESSAGE SIGN	CAL MO
JOBSITE (2 Boards 1 week before start up)	1
TOTAL	1

MOBILIZATION	L SUM
JOBSITE	1
TOTAL	1

TRAF CONT & PROT STD 701602	F SUM
JOBSITE	1
TOTAL	1

TRAF CONT & PROT STD 701701	MNS T
OBSITE	1
TOTAL	1

TRAF CONT & PROT STD 701801	L SUM	
	1	
TOTAL	1	

TRAFFIC CONTROL SURVEILLANCE CAL DA	CAL DA
JOBSITE	10
TOTAL	10

## SCHEDULE OF QUANTITIES

								ROUTE		SECTION	COUNTY	SHEET	
							F.A.P.		646	126RS-6	PEORIA	TOTAL NO.	
						,		┪	2			-	7
			EPOXY PAVEMEN	EMENT MARKING	SKING					PREFORMED			
STA. TO STA.	LENGTH	4" WHITE SOLID	4" YELLOW SOLID	4" YELLOW SKIP DASH	8" WHITE SOLID	12" WHITE SOLID	12" YELLOW SOLID	24" WHITE SOLID	LETTERS N. SYMBOLS	PAVEMENI MARKING TYPE B 6" WHITE SKIP DASH			
•	(F)	(FT)		(FT)	_	(FI)	_	(FT)	(SQFT)	(FT)			
Northbound Mainline Turnlance and Siderade	T oui	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)	(LT/RT)			
105+19 TO 108+00	281	101169	281	70 70						02			
2 2	009		200	125	113				94	150			
욘	009		1,363	54	620	25		65	109	320			
120+00 TO 126+00	900		009	150					62	150			
126+00 TO 131+00 500 500	200		200	125	242				78	125			
IATION EQUATION 131	1+00.00 BK	= 131+8	0.50 AH	4	Ş				_				
131+80 IO 131+98	702	202	o CUB	775	147				7	5 77			
2 2	800	800	630	282	133			æ	5 6	150			
2 2	009	009	276	31	578	20		88	8/	150			
151+00 TO 154+70	370	370	370	93	209				47	93			
Southbound - Mainline Turnlanes and Sideroad	line Turi	nianes	apis pue	roade									
105±19 TO 108±00	284		281	02					47	02.			
2 2	900		009	150						150			
114+00 TO 120+00	900		621	54	913	25	50	20	94	280			
임	909		009	150	121				78	150			
126+00 10 131+00 500 STATION EQUATION 131+00 00 BK	500 1+00:00 BK		HY 05.00	c21	198				4/	125			
131+80 TO 131+98	18		18	5	18	-				5			
인	Ш	702	714	113	63				96	175			
139+00 TO 145+00		009	232	- 58	721	133		82	109	311			
ဂ		009	539	26	435	7.5		38	78	312			
151+00 TO 154+70	370	370	370	93						313			
SUB-TOTAL	;	4,544	9,863	1,728	4,529	278	50	356	1,108	3,279			
TOTALS			16.135	ILG	4.529		328	356	1 108	3 2 7 9	SCHEDULE	OF QUANTITIES	
					) 					2			

ΈT	ON.	17
SHEET	TOTAL	38
COUNTY	PLODIA	FEUNIA
SECTION	120001	0_CV071
OUTE	979	IL 40
ROL	F.A.P.	MKD.

TOTAL NO.	38																														SCHEDIIIE OE DIIANTITIE	
	PEORIA																														CPHEDII	
	126RS-6			6" WHITE SKIP DASH	(ET)	(LT/RT)		70	150	320	150	125		2	175	DE I	200	SS		70	150	280	150	271	ı,	175	311	312	313	3,279	3,279	
646	9		-	LETTERS & SYMBOLS	(SO FT)	(LT/RT)			94	109	62	78			31	70	8/ 1/	ř		47		94	78			94	109	78		1,108	1,108	
F.A.P.	11			24" WHITE		(LT/RT)				92					06	8 8	23		ļ			02					82	38		356	356	
<u> </u>	Ž		_ [	12" YELLOW	ET)	(LT/RT)					ĺ							1				20								20	328	
			MARKING	12" WHITE		(LT/RT)				32						٤	₹					52					133	5/		278		
			/EMENT	8" WHITE	(FT)	(LT/RT)			113	620	0.0	242	5	2	147	3 5	3/8	203	-			913	121	3	18	63	721	435		4,529	4,529	
			PORARY PAVEMENT MARKING	4" YELLOW	TET.	(LT/RT)	roads	70	125	<b>7</b> 5	150	125	ļ	2	c/L	8 8	ري 02	SS	roads	0.2	150	54	150	3	ις	113	58	26	93	1,728	5	
			TEMP	4" YELLOW	GT)	(LT/RT)	nd Side	281	200	1,363	009	200	.50 AH	18	602	020	970	0.00	nd Side	281	900	621	200	.50 AH	18	714	232	539	370	9,863	16,13	
				WHITE	SOLIN FT	(LT/RT)	lanes al						= 131+80.50 AH		707	000	370	0.60	lanes a					= 131+80		702	009	009	370	4,544		
				LENGTH		(FT)	- Mainline, Turnlanes and Sider	281	900	900	900		※[	92	702	200	320	0.60	Southbound - Mainline, Turnlanes and Side	281	600	900	600	STATION EQUATION 131+80.50 BK = 131+80.50 AH	18	702	009	009	370			
				ATR.	_ <b></b>		- Mainli	108+00	114+00	120+00	126+00	131+00	TION 131	131+98	139+00	145+00	151+00	07+40	I - Main	108+00	114+00	120+00	126+00	TION 131	131+98	139+00	145+00	151+00	154+70			
				β	2		ound	2	2	읻	읻	2	EGUA	읻	ဍ		2 2	2	punoc	ဠ	ဍ	Ω	2 2	I EQUA	01	5 TO	ΙI		10	TAL	\LS	
				STA	<u>ċ</u>		Northbound	105+19	108+00	114+00	120+00	126+00	STATION	131+80	131+98	139+00	145+00	00+101	South	105+19	108+00	114+00	120+00	STATION	131+80	131+98	139+00	145+00	151+00	SUB-TOTAL	TOTALS	

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WORK ZONE PAVT	MARKING	(SQ FT)		660.10			660.10		11.81	9.29	8.73		11.27	90.6	8.29		20.20	5.53		00.6	-		1,413
SHORT- TERM PAVT	MARKINGS	(FT)		1980			1980		35	28	26		34	27	25		121	33	-	9E	4326	8,653	8,653
LENGTH		(F)		4951			4951		988	269	655		845	984	622		303	83	Center	06		S	
į	S.  }		inline	154+70		ainline	154+70	noulders	139+68	147+30	154+10	houlders	139+22	147+41	154+70		2+20	15+78		9+40	Total	x 2 applications	TOTALS
í	2		nd Mis	잍		N Pu	ը	nd St	₽	ဥ	ဥ	Spur	₽	2	ք	· Drive	Q	2	int Sh	2		x 2 e	ĭ
į	SIA.		Northbound Mainline	105+19	-	Southbound Mainline	105+19	Northbound Shoulders	130+82	140+33	147+55	Southbound Shoulders	130+77	140+60	148+48	Defwiller	2+47	14+95	North Point Shopping	8+50			

RAISEI	) REFLECTI	VE PAVEN	RAISED REFLECTIVE PAVEMENT MARKING	ING
STA. TO	STA.	LENGTH	RAISED REF PAVEMENT MARKERS	RAISED REF PVT MRKRS REMOVAL
		(F1)	(EACH)	(EACH)
105+19.23 TO	131+00.00	2,581	32	32
STATION EQUATION 131+00.00 BK = 131+80.50 AH	131+00,00 BK = 13	31+80.50 AH		
131+80 TO	154+70,00	2,290	29	25
SOUTHBOUND				
105+19.23 TO	131+00.00	2,581	32	20
STATION EQUATION 131+00.00 BK = 131+80.50 AH	131 + 00.00  BK = 1.	31+80.50 AH		
131+80 TO	154+70.00	2,290	53	27
NORTHBOUND MEDIAN	N.			
105+19.23 TO	131+00.00	2,581	99	40
STATION EQUATION 131+00.00 BK = 131+80.50 AH	131+00.00 BK = 1.	31+80.50 AH		
131+80 TO	154+70.00	2,290	22	37
SOUTHBOUND MEDIAN	NA			
105+19.23 TO	131+00.00	2,581	65	.33
STATION EQUATION 131+00.00 BK = 131+80.50 AH	131+00.00 BK = 1:	31+80.50 AH	,	
131+80 TO	154+70.00	2,290	22	34
	TOTALS		365	248

NO.

38

PEORIA

126RS-6

ROUTE F.A.P. 646 MKD. IL 40

COUNTY

SECTION

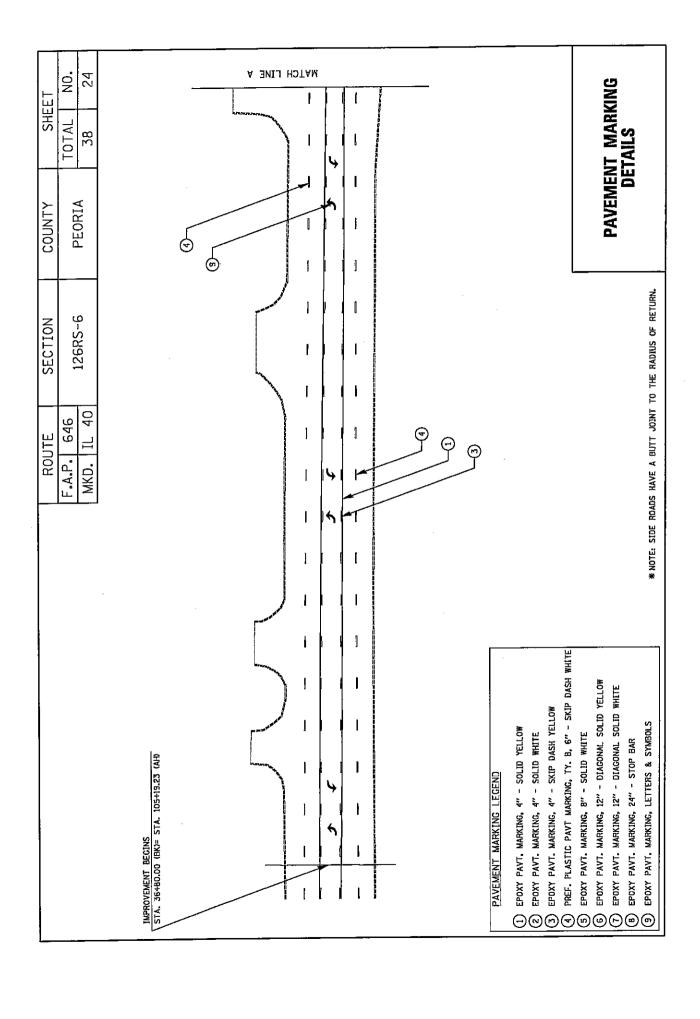
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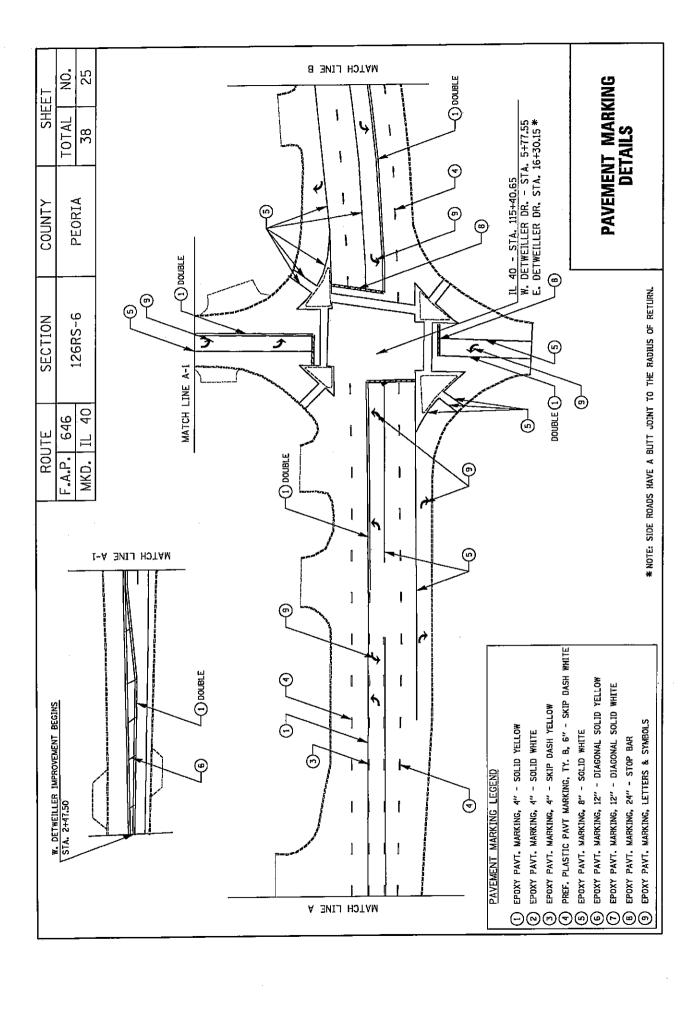
23	38	A I L D J L	120A3-0	IL 40	MKD.
NO.	TOTAL	4 I GO J G	2 20201	646	F.A.P.
ET	SHEE	COUNTY	SECTION	ROUTE	ROI

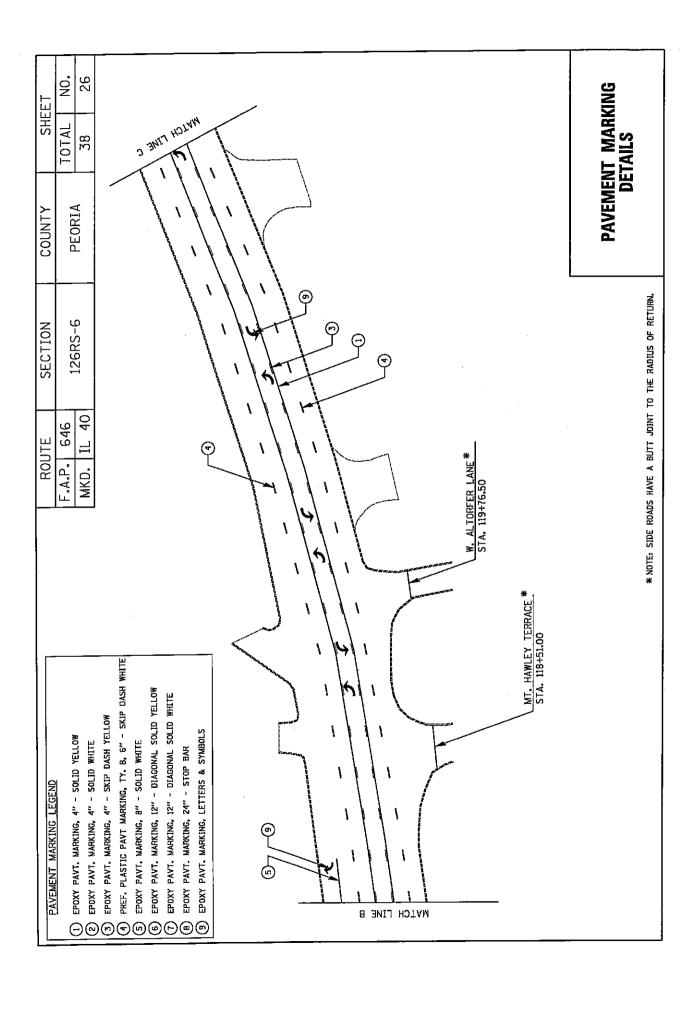
DETECT	OR LOO	DETECTOR LOOP, TYPE!		
NOT 400 I	DETECTOR	TYPE	DECTECTOR	DECTECTOR DETECTOR
LOCATION	1,00P		LOOP QTY.	LEAD-IN QTY.
	D-2A	.9X.9	74	18
	D-2B	.9X.9	24	9
IL 40 & DETWEILLER	D-5	6' X 50' QUAD	162	8
	D-6A	.9X.9	24	18
	DeB	,9X,9	54	9
	占	6' X 50' QUAD	162	8
	D-2A	.9X.9	24	18
IL 40 & BIRD/FRYE	D-2B	,9X,9	24	9
	D-6A	6'X6'	24	18
	D-6B	6'X6'	24	9
SUB-TOTAL			516	156
TOTAL			9	672

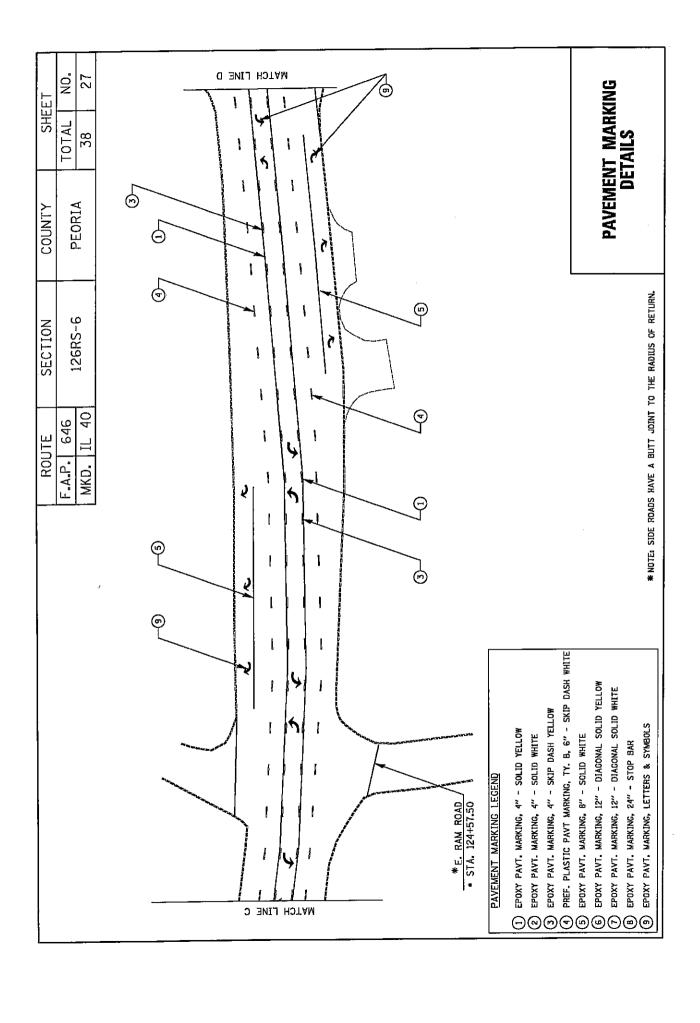
		(UNIT)	<b>38</b>		23	49
₹G	HLÐNƏT	(FT)	2,581	X1+80,50 AH	2,290	
MOWING	STA.		131+00.00	STATION EQUATION 131+00.00 BK = 131+80.50 AH	154+70.00	TOTAL
	<u>6</u>		01	TON 13	OT	_
,	STA.		105+19.23	STATION EQUA	131+80.50	

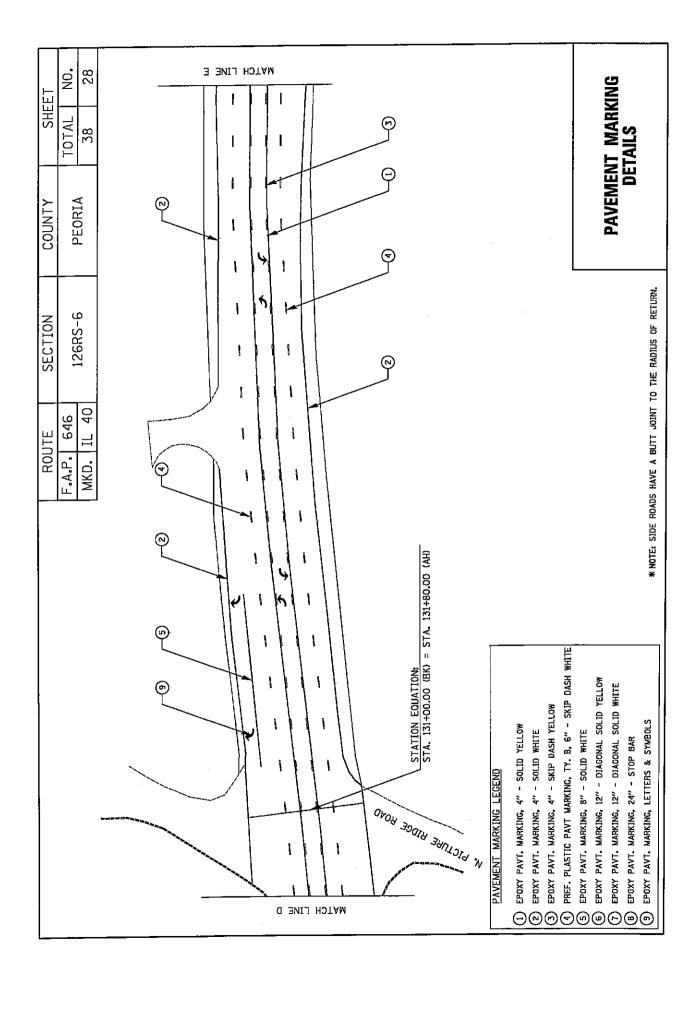
SCHEDULE OF QUANTITIES

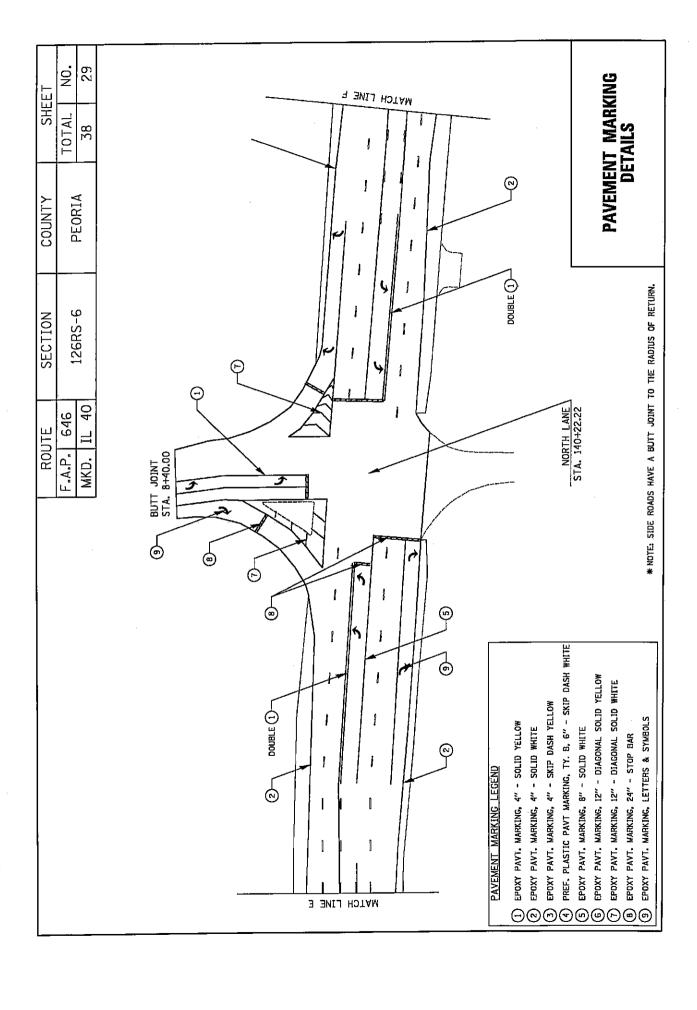


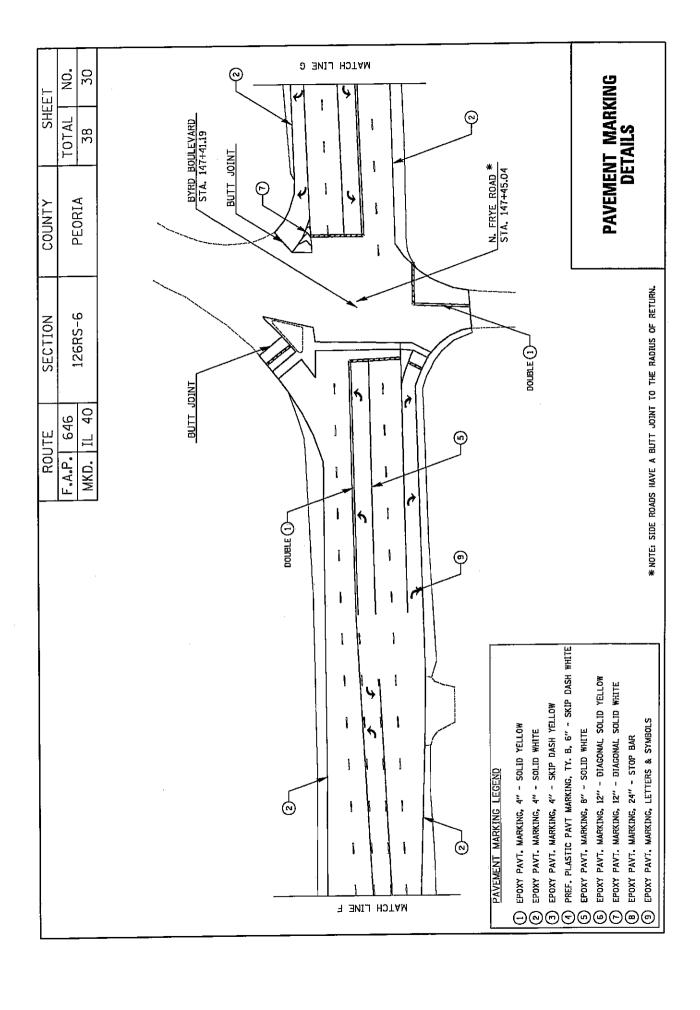


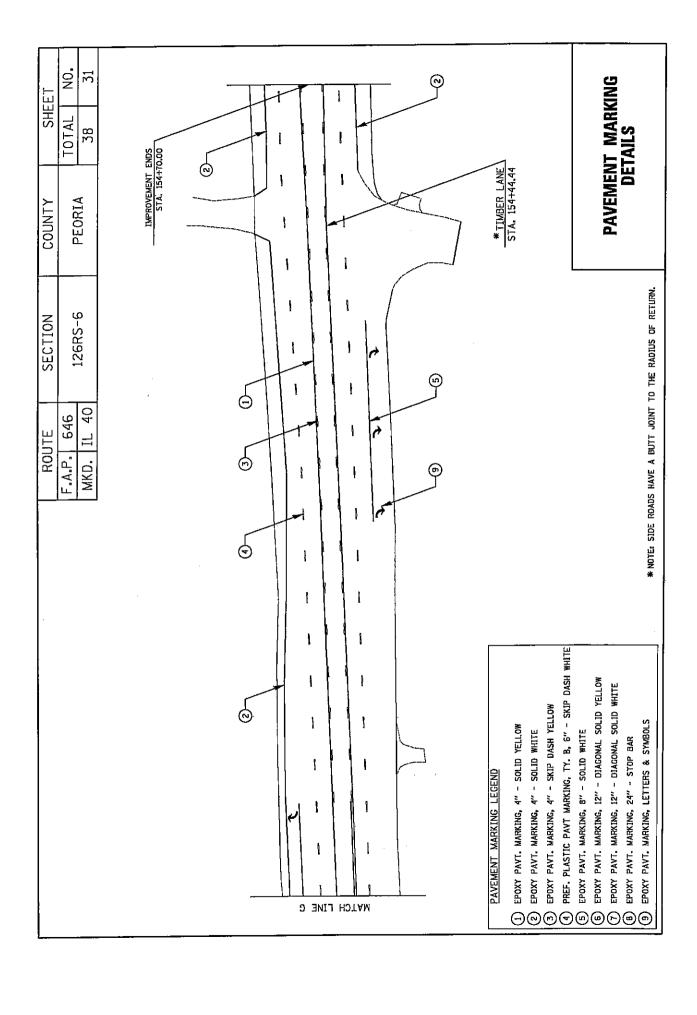


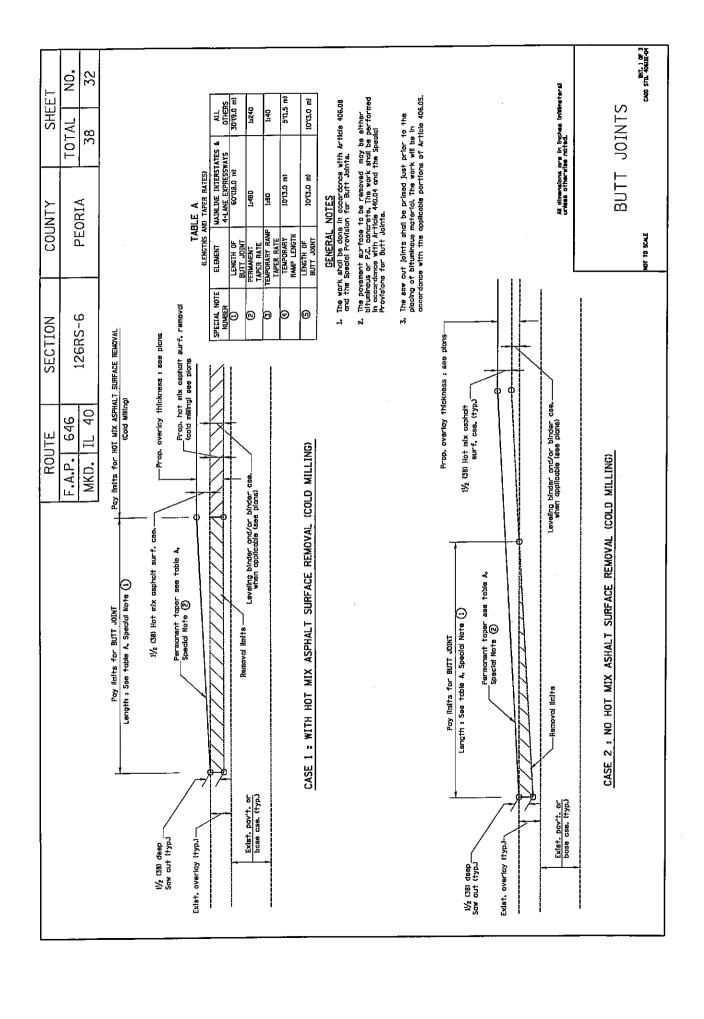


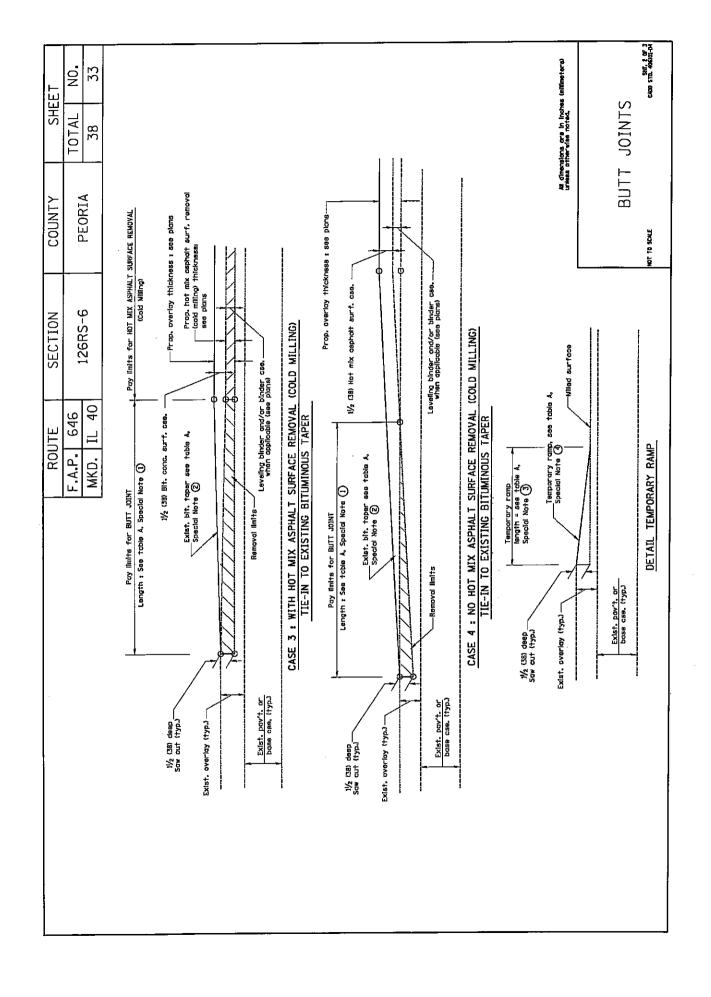


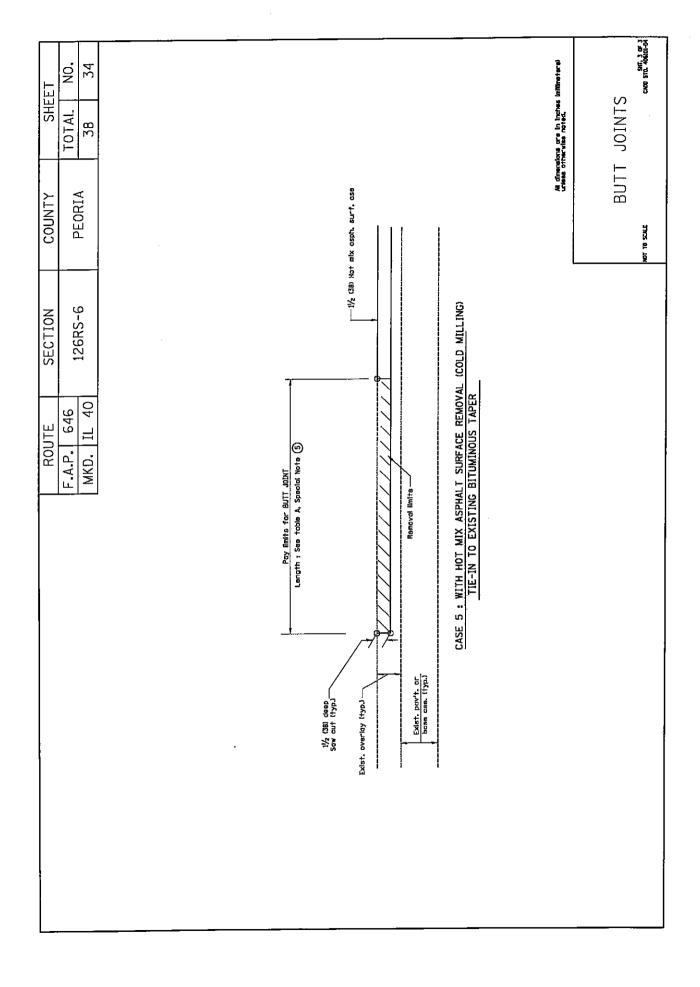


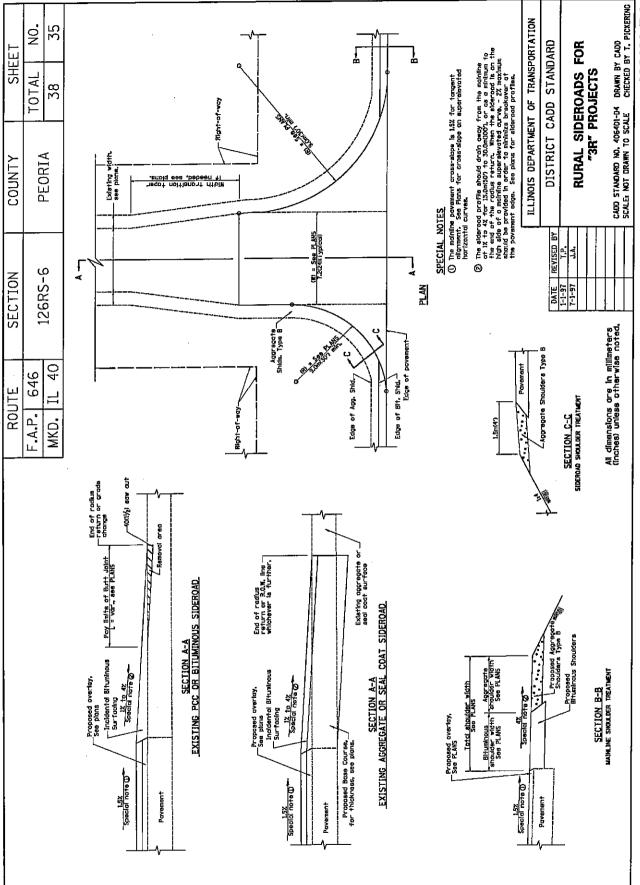




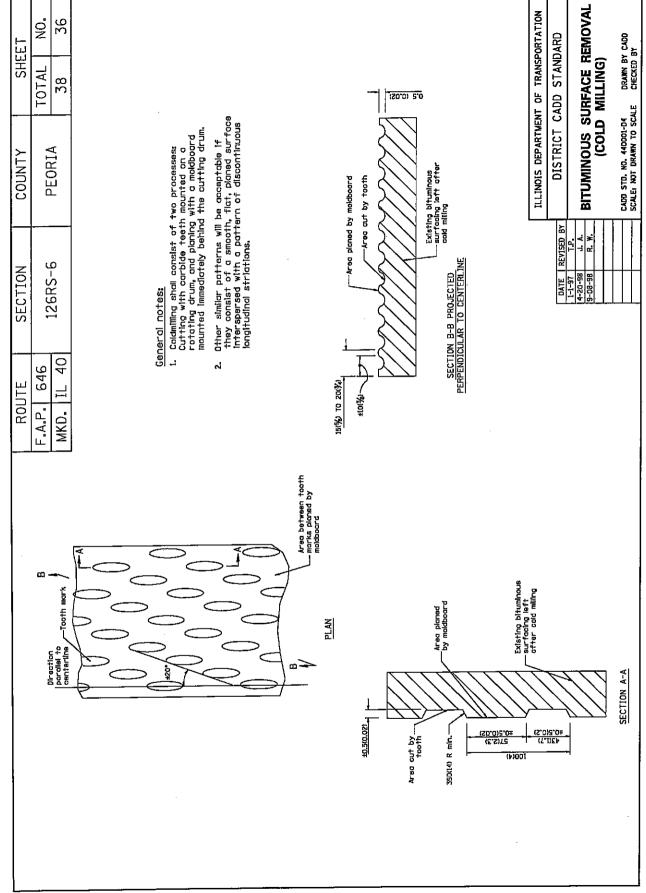


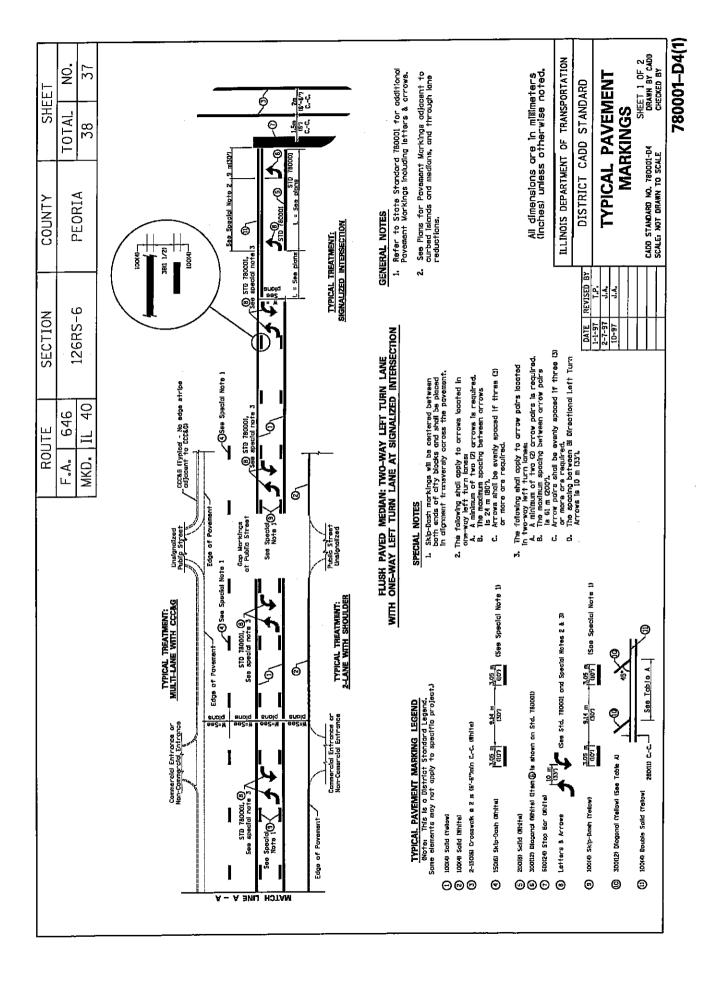


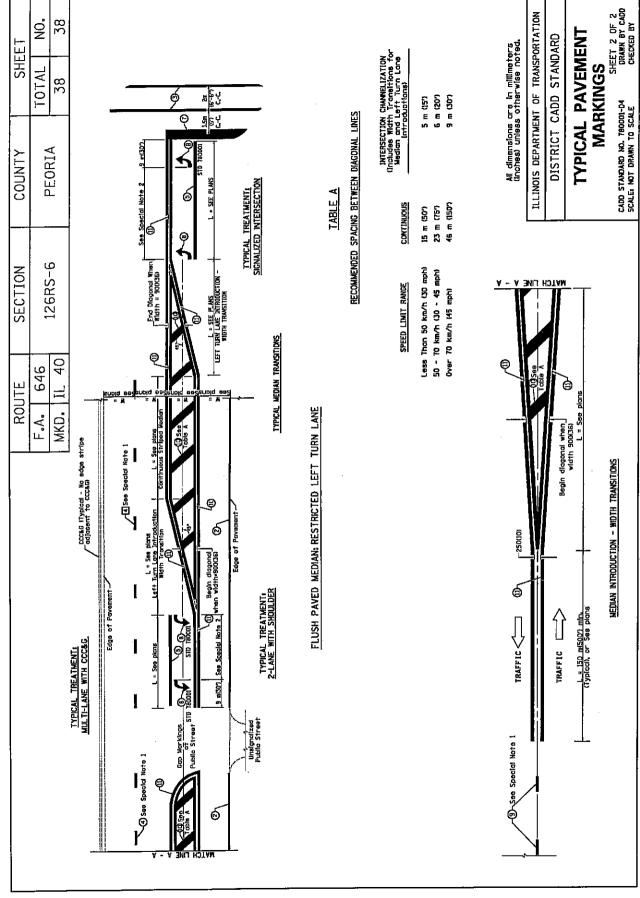




406401-D4







# ILLINOIS DEPARTMENT OF LABOR

# PREVAILING WAGES FOR PEORIA COUNTY EFFECTIVE MAY 2009

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

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

# **Peoria County Prevailing Wage for May 2009**

Trade Name			-	Base	FRMAN *N					Pensn	Vac	Trng
AGDEGEOG ADE GEN	==		=		=======================================							=====
ASBESTOS ABT-GEN		BLD		24.200	25.700 1 26.390 1			2.0	6.250	10.09	0.000	0.750
ASBESTOS ABT-GEN ASBESTOS ABT-MEC		HWY BLD		28.950		1.5	1.5		9.170		0.000	
BOILERMAKER		BLD			37.170 2		2.0	2.0	6.820		0.000	
BRICK MASON		BLD				1.5	1.5	2.0	6.150		0.000	
CARPENTER		BLD			30.180		1.5		6.750		0.000	
CARPENTER		HWY				1.5				8.940		
CEMENT MASON		BLD			26.970 1					10.78		
CEMENT MASON		HWY		26.500	27.500	1.5				11.24		
CERAMIC TILE FNSHER		BLD		26.390	0.000	1.5	1.5	2.0	6.150	7.600	0.000	0.430
ELECTRIC PWR EQMT OP		ALL		30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		21.090		1.5	1.5	2.0	4.750	5.905	0.000	0.000
ELECTRIC PWR LINEMAN		ALL			36.350		1.5		4.750			0.000
ELECTRIC PWR TRK DRV		ALL		22.130	0.000 1		1.5	2.0	4.750			0.000
ELECTRICIAN		BLD				1.5	1.5		5.150			0.250
ELECTRONIC SYS TECH		BLD		24.830		1.5	1.5		5.150		0.000	
ELEVATOR CONSTRUCTOR		BLD		27.920	41.200 2 29.920 1		2.0			8.210 6.250		0.000
GLAZIER HT/FROST INSULATOR		BLD BLD			41.100 1					10.46		
IRON WORKER		BLD			29.360					8.310		
IRON WORKER		HWY			31.810		1.5		8.140		0.000	
LABORER		BLD			24.700		1.5			10.09		
LABORER		HWY		24.890	25.640	1.5	1.5	2.0	6.250	10.71	0.000	0.700
LABORER, SKILLED		BLD		23.600	25.100 1	1.5	1.5	2.0	6.250	10.09	0.000	0.700
LABORER, SKILLED		HWY		25.190	25.940	1.5	1.5	2.0	6.250	10.71	0.000	0.700
LATHER		BLD				1.5	1.5			8.650		
MACHINERY MOVER		HWY				1.5			8.140		0.000	
MACHINIST		BLD				1.5			7.000		0.650	
MARBLE FINISHERS		BLD		26.390		1.5				7.600		
MARBLE MASON MILLWRIGHT		BLD BLD				1.5 1.5	1.5	2.0	6.750	7.600		0.430
MILLWRIGHT		HWY				1.5	1.5	2.0	6.750		0.000	
OPERATING ENGINEER			1			1.5	1.5	2.0		10.00		
OPERATING ENGINEER		BLD	2	27.360	32.420	1.5	1.5	2.0	6.450	10.00	0.000	1.100
OPERATING ENGINEER		BLD	3	25.850	32.420	1.5	1.5	2.0	6.450	10.00	0.000	1.100
OPERATING ENGINEER		HWY	1	30.300	33.300	1.5	1.5	2.0	6.450	10.00	0.000	1.100
OPERATING ENGINEER					33.300					10.00		
OPERATING ENGINEER			3		33.300 1					10.00		
PAINTER		ALL			31.850 1					6.750		
PAINTER SIGNS		BLD			34.600 1					2.470		
PILEDRIVER		BLD HWY			30.680 1 32.270 1					8.650 8.940		
PILEDRIVER PIPEFITTER		BLD			38.040					8.800		
PLASTERER		BLD			27.040					10.24		
PLUMBER		BLD			33.870					10.36		
ROOFER		BLD			26.850					6.950		
SHEETMETAL WORKER		BLD		29.740	31.230	1.5	1.5	2.0	5.870	10.96	0.000	0.460
SIGN HANGER		HWY		30.310	31.810	1.5	1.5	2.0	8.140	8.310	0.000	0.350
SPRINKLER FITTER		BLD			38.890					6.550		
STEEL ERECTOR		HWY			31.810 1					8.310		
STONE MASON		BLD			30.210 1					7.600		
TERRAZZO FINISHER		BLD		26.390	0.000 1					7.600		
TERRAZZO MASON TILE MASON		BLD BLD			29.400 1 29.400 1					7.600 7.600		
TRUCK DRIVER			1	27.457						3.797		
TRUCK DRIVER				27.457						3.797		
TRUCK DRIVER				28.057						3.797		
TRUCK DRIVER				28.307						3.797		

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TRUCK DRIVER	АЬЬ 5	∠9.U5/	0.000	1.5	1.5 ∠.	8.600	3./9/	0.000	0.000
TRUCK DRIVER	0&C 1	21.970	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 2	22.290	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	O&C 3	22.450	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 4	22.650	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TRUCK DRIVER	0&C 5	23.250	0.000	1.5	1.5 2.0	8.600	3.797	0.000	0.000
TUCKPOINTER	BLD	28.710	30.210	1.5	1.5 2.0	6.150	7.600	0.000	0.430

## 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**

PEORIA COUNTY

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

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

#### EXPLANATION OF CLASSES

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: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

# LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

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, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working

forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

## TRUCK DRIVER - 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 Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; 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; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. 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); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; 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; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling 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; Mixers-over three (3) bags to 27E; 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 Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

#### 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 618/993-7271 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.