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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

48

Proposal Submitted By
Name
Address
City

Letting June 15, 2007

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 64A24
ROCK ISLAND County
Section (1,2)RS-3
Route FAP 308
Project NHF-308(30)
District 2 Construction Funds

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

Plans Included Herein

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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

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

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

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

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

Project NHF-308(30)

from 24th Street to 38th Street in Rock Island.

1.	Proposal of
Та	xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 64A24 ROCK ISLAND County Section (1,2)RS-3

Route FAP 308 District 2 Construction Funds 1.79 miles of 60 feet and variable width bituminous resurfacing on IL Route 92 (4th and 5th Avenue)

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions

contained in the contract documents shall govern performance and payments.

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

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

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

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

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

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

BD 354 (Rev. 11/2001)

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

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

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

Schedule of Combination Bids

Combination		Combination Bid	
No.	Sections Included in Combination	Dollars 0	Cents

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64A24

State Job # - C-92-109-04 PPS NBR - 2-12593-0200

ROCK ISLAND--

Project Number NHF-0308/030/ Route FAP 308

Code - 161 - - District - 2 - -

County Name -

Section Number - (1,2)RS-3

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0017202	DOWEL BARS 1 1/2	EACH	1,842.000				
Z0028415	GEOTECHNICAL REINF	SQ YD	125.000				
Z0028700	GRAN SUBGRADE REPL	CU YD	21.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0075300	TIE BARS	EACH	92.000				
40600200	BIT MATLS PR CT	TON	29.400				
40600300	AGG PR CT	TON	154.000				
40600535	LEV BIND HM N70	TON	50.000				
40600837	P LEV BIND MM N70	TON	3,569.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600990	TEMPORARY RAMP	SQ YD	1,473.000				
40603590	P HMA SC "F" N70	TON	5,062.000				
40800050	INCIDENTAL HMA SURF	TON	147.000				
44000159	HMA SURF REM 2 1/2	SQ YD	56,425.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64A24

State Job # - C-92-109-04 PPS NBR - 2-12593-0200

County Name - ROCK ISLAND- -

Code - 161 - District - 2 - Section Number - (1,2)RS-3

Project Number	Route
NHF-0308/030/	FAP 308

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44000500	COMB CURB GUTTER REM	FOOT	137.000				
44200970	CL B PATCH T2 10	SQ YD	780.000				
44200974	CL B PATCH T3 10	SQ YD	24.000				
44200976	CL B PATCH T4 10	SQ YD	38.000				
44201294	CL B PATCH-EXPAN JT	FOOT	141.000				
44201296	DEFORMED BARS EXP JT	EACH	74.000				
44213100	PAVEMENT FABRIC	SQ YD	62.000				
44213200	SAW CUTS	FOOT	5,011.000				
60255500	MAN ADJUST	EACH	90.000				
60255800	MAN ADJ NEW T1F CL	EACH	5.000				
60257900	MAN RECONST	EACH	5.000				
60262700	INLETS RECONST	EACH	20.000				
60263100	INL RECON NEW T3F&G	EACH	3.000				
60266600	VALVE BOX ADJ	EACH	57.000				
60266800		EACH	2.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64A24

State Job # - C-92-109-04

PPS NBR - 2-12593-0200 County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (1,2)RS-3

Project Number	Route
NHF-0308/030/	FAP 308

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60605000	COMB CC&G TB6.24	FOOT	137.000				
67000400	ENGR FIELD OFFICE A	CAL MO	5.000				
67100100	MOBILIZATION	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	2.000				
70100800	TRAF CONT-PROT 701401	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	20.000				
70300100	SHORT-TERM PAVT MKING	FOOT	5,910.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	920.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	557.000				
78000200	THPL PVT MK LINE 4	FOOT	11,384.000				
78000400	THPL PVT MK LINE 6	FOOT	5,810.000				
78000500	THPL PVT MK LINE 8	FOOT	2,030.000				
78000600	THPL PVT MK LINE 12	FOOT	346.000				

Page 4 4/19/2007

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64A24

State Job # - C-92-109-04

PPS NBR - 2-12593-0200

County Name - ROCK ISLAND- -

Code - 161 - District - 2 - Section Number - (1,2)RS-3

Project Number

NHF-0308/030/

Route

FAP 308

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
78000650	THPL PVT MK LINE 24	FOOT	251.000				
88600400	DET LOOP SPL	FOOT	2,951.000				

CONTRACT NUMBER	64A24
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 \$150,700.00. Sixty percent of the salary is \$90,420.00.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

C. Educational Loan

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

D. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

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

CERTIFICATION STATEMENT

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 64A24 ROCK ISLAND County Section (1,2)RS-3 Project NHF-308(30) Route FAP 308 District 2 Construction Funds

PART I. IDENTIFIC	CATION																		
Dept. Human Rights # Duration of Project:																			
Name of Bidder: _																_			
PART II. WORKED A. The undersigned which this contract we projection including a	d bidder ha	as analyz e perform n for mino	ed mir ed, an rity an	d for th d fema TAI	ne locati ale empl BLE A	ons fro	om whi Itilizatio	ch the b on in all	idder re	cruits	employe	es, and he	ereby si	ubm oca	its the folloted to this TABLE	owir con B	ig workfo tract:	orce	
		TOTA	<u>AL Wo</u>	rkforce	Projec	tion for	Contr	act	1					(CURRENT			ES	
				MIN	ORITY I	EMPLO	YEES	3		TRAINEES					TO BE				
JOB CATEGORIES	_	TAL OYEES	DI.	ACK	HISP	ANIC	*OTHER MINOR.		APPI TIC			HE JOB INEES	_	TOTAL EMPLOYEES			MINORITY EMPLOYEE		
CATEGORIES	M	F	M	F	M	F	M	F	M	F	M	F		Λ	F		M	F	
OFFICIALS (MANAGERS)						-		•						•					
SUPERVISORS																			
FOREMEN																			
CLERICAL																			
EQUIPMENT OPERATORS																			
MECHANICS																			
TRUCK DRIVERS																			
IRONWORKERS																			
CARPENTERS																			
CEMENT MASONS																			
ELECTRICIANS																			
PIPEFITTERS, PLUMBERS																			
PAINTERS																			
LABORERS, SEMI-SKILLED																			
LABORERS, UNSKILLED																			
TOTAL																			
	TAE	BLE C	-1	- 4 0	\				7		F	OR DEP	ARTME	ENT	USE ON	NLY			

TOTAL

EMPLOYEES

EMPLOYEES

IN

TRAINING

APPRENTICES
ON THE JOB
TRAINEES

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

BLACK

М

Note: See instructions on the next page

HISPANIC

*OTHER

MINOR.

F

М

^{*}Other minorities are defined as Asians (A) or Native Americans (N).

Contract No. 64A24 ROCK ISLAND County Section (1,2)RS-3 Project NHF-308(30) Route FAP 308 District 2 Construction Funds

PART II. WORKFORCE PROJECTION - continued

В.	Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.
	The undersigned bidder projects that: (number) new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal
	office or base of operation is located.
C.	Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.
	The undersigned bidder estimates that (number) persons will be directly employed by the prime contractor and that (number) persons will be employed by subcontractors.
PART	I. AFFIRMATIVE ACTION PLAN
A.	The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under PART II is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Department of Human Rights .
B.	The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.
Comp	ny Telephone Number
Addre	s
	NOTICE REGARDING SIGNATURE
	The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.
	Signature:
Instruct	ons: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
Table B	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
Table C	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A. BC-1256-Pg. 2 (Rev. 3/98)

ADDITIONAL FEDERAL REQUIREMENTS

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

CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

YES _____ NO ____

B.

A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations?

Contract No. 64A24 ROCK ISLAND County Section (1,2)RS-3 Project NHF-308(30) Route FAP 308 District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Rusinoss Addross	
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address	
	Corporate Name	
(IF A JOINT VENTURE)	2,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture, p	olease attach an addit	ional signature sheet.



Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

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

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 64A24
ROCK ISLAND County
Section (1,2)RS-3
Project NHF-308(30)
Route FAP 308
District 2 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 15, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 64A24
ROCK ISLAND County
Section (1,2)RS-3
Project NHF-308(30)
Route FAP 308
District 2 Construction Funds

1.79 miles of 60 feet and variable width bituminous resurfacing on IL Route 92 (4th and 5th Avenue) from 24th Street to 38th Street in Rock Island.

- 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

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

SHEEL 5 OF 60 CONTRACT NO. 64A24 КОСК ІЗГАИД СОПИТУ SECTION (1, 2)RS-3 FAP 308 (IL 92)

INDEX OF SHEETS

TYPICAL PAVEMENT MARKINGS (41.1) 09 - 69 TRAFFIC CONTROL & PROTECTION FOR RAMPS (95.2) 88 TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (94.2) 49 ROUGH GROOVED SURFACE SIGN (91.2) 99 SUBGRADE REPLACEMENT (97.4) 99 CATCH BASIN OR INLETS TO BE ADJUSTED OR RECONSTRUCTED (17.4A) 79 EG - 67 FINAL STATIONING SHEETS 87 - 07 PLAN SHEETS PATCHING SCHEDULE **65 - 85** DRAINAGE SCHEDULE 75 - 35 35 - 34 BITUMINOUS SCHEDULE SCHEDULE OF QUANTITIES 15 - 8Z TYPICAL SECTIONS **47 - 6 GENERAL NOTES** 8 - 8 SUMMARY OF QUANTITIES 3 - 5 7 SQAADNATS GNA X3QVI COVER SHEET

SAMANATS

PAYEMENT FABRIC 420701-01 PCC PAVEMENT ROUNDOUTS 10-111024 7.2M (24') JOINTED PCC PAVEMENT 420101-03 PAVEMENT JOINTS 420001-06 DECIMAL OF AN INCH AND OF A FOOT 900100 STANDARD SYMBOLS, ABBRECIATIONS AND PATTERNS **⊅0-100000**

1 39YT 2011 QNA 3MAЯ3 20-1001-09 CLASS B PATCHES 442101-06

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER £0-100909 **E BAYT BTARD GNA BMAR**F 20-900t09

OFF-ROAD OPERATIONS, MULTILANE, 4.5m (15') TO 600mm (24") FROM PAVEMENT EDGE 10-101107 OFF-ROAD OPERATIONS, 2L, 2W, 4.5m (15') TO 600mm (24") FROM PAVEMENT EDGE 20-900107

LANE CLOSURE 2L, 2W, MOVING OPERATIONS - DAY ONLY 701311-02 LANE CLOSURE 2L, 2W, SHORT TIME OPERATION Z0-105107

APPROACH TO LANE CLOSURE, FREEWAY/EXPRESSWAY 701400-02

LANE CLOSURE, FREEWAY/EXPRESSWAY 701401-03

LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATION, FOR SPEEDS ≥ 45 MPH 20-924107 LANE CLOSURE, MULTILANE, AT ENTRANCE OR RAMP, FOR SPEEDS ≥ 45 MPH 20-114107

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH MONTRAVERSABLE MEDIAN 40-10910Z · **NYBAN LANE CLOSURE, 2L, 2W, UNDIVIDED** 201201-03

URBAN LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN **40-909107**

TRAFFIC CONTROL DEVICES 702001-06 URBAN LANE CLOSURE, MULTILANE INTERSECTION 40-107107

TELESCOPING STEEL SIGN SUPPORT 100827 METAL POSTS FOR SIGNS, MARKERS & DELINEATORS 720011

TYPICAL PAVEMENT MARKINGS 10-100087

10-100418 **HANDHOLES**

100988 DETECTOR LOOP INSTALLATIONS

900988 TYPICAL LAYOUT FOR DETECTION LOOPS

SUMMARY OF QUANTITIES

2H11T 3 OH 53

	_	URBAN [80% FED/20% STATE 50% STATE/50% CITY 100% CITY	% STATE/50% CITY	00% CITY
CODE NO. ITEM	TIND	TOTAL	1000	Y025	Y060
BITUMINOUS MATERIALS (PRIME COAT)	TON	29,4	29.4		
40600300 AGGREGATE (PRIME COAT)	TON	154	154		
40600535 LEVELING BINDER (HAND METHOD), N70	TON	50	50		
40600837 POLYMERIZED LEVELING BINDER (MACHINE METHOD),N70	NON	3569	3258	77	234
40600895 CONSTRUCTING TEST STRIP	EACH	-			
40600990 TEMPORARY RAMP	SQ YD	1473	1473		
40603590 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N70	NOT	5062	4539	128	395
40800050 INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	147	147		
44000159 HOT-MIX ASPHALT SURFACE REMOVAL,2 1/2"	SQYD	56425	51988	1088	3349
44000500 COMBINATION CURB AND GUTTER REMOVAL	FOOT	137	137		
44200970 CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	780	780		
44200974 CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	24	24		
44200976 CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	38	38		
44201294 CLASS B PATCH-EXPANSION JOINT	FOOT	141	141		
44201296 DEFORMED BARS - EXPANSION JOINT	EACH	74	74		
44213100 PAVEMENT FABRIC	SQ YD	62	62		
44213200 SAW CUTS	FOOT	5011	5011		
60255500 MANHOLES TO BE ADJUSTED	EACH	90	41		49
60255800 MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	51	2		ω
60257900 MANHOLES TO BE RECONSTRUCTED	EACH	On	N		ω
60262700 INLETS TO BE RECONSTRUCTED	EACH	20	20		
60263100 INLETS TO BE RECONSTRUCTED WITH NEW TYPE 3 FRAME & GRATE	EACH	ω	ယ		
60266600 VALVE BOXES TO BE ADJUSTED	EACH	57			57

FAP 308 (IL 92)
SECTION (1,2)RS-3
ROCK ISLAND COUNTY
CONTRACT NO. 64A24
SHEET 3 OF 60

SUMMARY OF QUANTITIES

FAP 308 (IL 92)
SECTION (1,2)RS-3
ROCK ISLAND COUNTY
CONTRACT NO. 64A24
SHEET 4 OF 60

URBAN 80% FED/20% STATE 50% STATE/50% CITY 100% CITY

				LSUM	Z0013798 CONSTRUCTION LAYOUT
		2951	2951	FOOT	* 88600400 DETECTOR LOOP, SPECIAL
		167	22	501	78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"
			21		TT
		346	346	FOOT	* 78000600 THERMOPLASTIC PAVEMENT MARKING - LINE 12"
		2030	2030	FOOT	* 78000500 THERMOPLASTIC PAVEMENT MARKING - LINE 8"
		5810	5810	FOOT	* 78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"
		11384	11384	FOOT	* 78000200 THERMOPLASTIC PAVEMENT MARKING - LINE 4"
		557	557	SQ FT	78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS
		920	920	SQ FT	70301000 WORK ZONE PAVEMENT MARKING REMOVAL
		5910	5910	FOOT	70300100 SHORT-TERM PAVEMENT MARKING
		20	20	CAL DA	70103815 TRAFFIC CONTROL SURVEILLANCE
		_	1	L SUM	70102630 TRAFFIC CONTROL AND PROTECTION, STANDARD 701601
		1	1	LSUM	70102620 TRAFFIC CONTROL AND PROTECTION, STANDARD 701501
		٦	<u>.</u>	L SUM	70100800 TRAFFIC CONTROL AND PROTECTION, STANDARD 701401
		2	2	EACH	70100420 TRAFFIC CONTROL AND PROTECTION, STANDARD 701411
		1	_	LSUM	67100100 MOBILIZATION
		Ċn.	Ċī.	CAL MO	67000400 ENGINEER'S FIELD OFFICE, TYPE A
		137	137	FOOT	60605000 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24
2			2	EACH	60266800 VALVE BOXES TO BE REPLACED
Y060	Y025	0001	TOTAL	UINU	CODE NO.

SUMMARY OF QUANTITIES

			Z0075300 TIE BARS	20048665 RATLROAD PROTECTIVE LIABILITY INSURANCE	Z0028700 GRANULAR SUBGRADE REPLACEMENT	Z0028415 GEOTECHNICAL REINFORCEMENT	Z0017202 DOWEL BARS 1 1/2"	CODE NO. ITEM		SUMMARY OF QUANTITIES
			EACH	L 1201	CU YD	SQ YD	EACH	UNIT		
			92	-	21	125	1842	TOTAL		
			92	4	21	125	1842	1000	80% FED/20% STATE	
								Y025	80% FED/20% STATE 50% STATE/50% CITY 100% CITY	FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 5 OF 60
								Y060	, 100% CITY	AP 308 (172) TION (1,2) AND COL (CT NO. 6 HEET 5 O
 										RS-3 RS-3 INTY 4A24 F 60

* Specialty Item

PAP Route 308 (IL 92)
Section (1,5/2)=3
Rock Island County
Touchtsct #5A46#
Sontract #5A46#
Sheet 6 of 60

GENERAL NOTES

The final top 100 mm (four inches) of soil in any right-of-way area disturbed by the Contractor must be capable of supporting vegetation. The soil must be from the A horizon (zero to 2' deep) of soil profiles of local soils.

The Contractor shall sod all disturbed areas within the project limits. This work will be included in the contract unit price per Each for INLETS TO BE RECONSTRUCTED.

Fertilizer shall be applied to all disturbed areas and incorporated into the seedbed prior to seeding or placement of sod at the rate specified in Sections 250 and 252 of the Standard Specifications. This work shall be included in the cost per Each for INLETS TO BE RECONSTRUCTED.

Closed expansion joints on jointed pavements shall be re-established during the patching operations. Class B Patches - when the pavement requires patching at the location of the expansion joint, a new joint should be established using a dowelled expansion patch as shown on Highway Standard 442101. When the joint is closed, but does not require patching, an expansion joint may be formed by sawing the pavement and filling the saw cut with a preformed expansion joint filler meeting the requirements of Section 1051 of the Standard Specifications as shown on Standard 420001.

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

The Engineer reserves the right to check all patches for smoothness by the use of a 10' rolling straight edge set to a 3/16" tolerance in the wheel paths. Any patch areas higher than 3/16" must be ground smooth with an approved grinding device consisting of multiple saws. The use of bush hammer or other impact devices will not be permitted. Any patch with depressions greater than 3/16" shall be repaired in a manner approved by the Engineer.

The mandatory saw cuts for pavement patching are:

Class B Patch: Cut two transverse saw cuts outlining the patch and one transverse pressure relief saw cut. The longitudinal edges of the patch shall be cut full depth. When the patch is adjacent to a pcc shoulder, two saw cuts along the shoulder will be required.

The mandatory saw cuts will be paid for at the contract unit price per Meter (Foot) for SAW CUTS.

Bituminous shall be removed from the gutter flag without damaging the curb. This work shall be included in the cost of HOT-MIX ASPHALT SURFACE REMOVAL 2%".

The Contractor shall take care in milling around the utility manhole without damaging the structure in the northwest return of 38^{th} Street & 7^{th} Avenue and the Heavy Duty Handhole at Sta. 80+92 westbound. No adjust will be required of this structure, but any damage to the structure caused by the Contractor shall be repaired to the satisfaction of the possessing utility company at the Contractor's expense.

The Resident Engineer shall notify Scott Kullerstrand, District Operations Engineer at 815/284-5468 prior to removal of the existing traffic signal detector loops. District Operations shall adjust signal timing and trouble shoot any problems.

PAP Route 308 (IL 92)
Section (1,2)RS-3
Rock Island County
Contract #AAAAA
Of Tool 190

The Contractor shall place temporary hot-mix asphalt tapers along all sides of the utility structures protruding above the milled surface. The temporary tapers shall extend 2' outside of the castings, except for the approach side to traffic shall have a 4' taper length. Hot-mix asphalt meeting the approval of the material, placement, Engineer shall be used, no cold millings will be allowed. The cost of the material, placement, maintenance, removal and disposal of said work will be included in the Pay Item for Hot-Mix Asphalt Surface Removal 2'%."

The Contractor will be required to furnish 140 mm (5 1/2") high brass stencils as approved by the Engineer and install stationing at 250' intervals. Stationing shall be placed on both lanes of 2-lane highways. The stations shall be placed highways and on the outside lanes in both directions on 4-lane highways. The stations shall be placed 150 mm (6") inside the pavement marking edge or edge of gutter flag so they can be read from the shoulder. This work will be included in the cost of the final pavement surface. Stationing used shall be the final pavement stationing as included in the plans, not existing stationing stat

The following Mixture Requirements are applicable for this project:

A/N	1.9	1.9	20 Year ESAL
	A/N	:	Friction Aggregate
71.1			(Gradation Mixture)
IL 9.5 or 12.5	9°6 71	1L 9.5 or 12.5	Mixture Composition
4.2 @ N50	07N @ S.4	07N @ S.4	Design Air Voids
PG 64-22	SBS PG 70-22	SBS PG 70-22	PG:
Sufface	(Machine Method)		
Incidental	Level Binder	Polymer Surface	Mixture Uses(s):
	Surface PG 64-22 4.2 @ N50	(Machine Method) Surface SBS PG 70-22 PG 64-22 4.2 @ N70	SBS PG 70-22 SBS PG 70-22 PG 64-22 L 9.5 or 12.5 L 9.5 or

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

- 1. All non-freeway arrows shall be the large size.
- 2. The distance between yellow no-passing lines shall be 200 mm (8"), not 180 mm (7") as shown in the detail of Typical Lane and Edge Lines.

Adjustments to the project necessary to match into work along 24th Street shall be resolved by the revised pay item quantities. If there are not pay items in the contract for said work, the work will be performed per Art. 109.04.

Tie bars shall be installed to tie PCC appurtenance to adjacent existing concrete pavement.

Length, size, and specing of Tie Bars

600 mm (24") long No. 20 (No. 6) @ 600 mm (24") centers

Std. 606001

coucrete pavement

Tie the following

Gutter or Curb & Gutter

FPP Route 308 (IL 92)
Section (1,2)RS-3
Rock Island County
Contract #AAA84
OS to 60

Tie bars to be installed in accordance with the applicable portions of Article 420.05(b) of the Standard Specifications. See Highway Standard 420001 for detail on longitudinal construction joint grouted-in-place tie bar. The cost of the tie bars to be included in the cost of the PCC appurtenance adjacent to the existing pavement.

The Contractor shall not damage decorative crosswalks along the project. All damage shall be repaired to the satisfaction of the Engineer, at the Contractor's expense.

The Contractor shall layout stations for the project using the stationing on the plans. Also, separate stationing shall be required for the stationing in the final surface based on new stationing. Final stationing is included in the plans. The layout of the stationing can be done with a wheel or tape and shall be adjusted according to the stations at existing culverts, side roads and streets, or as noted in the plans. The cost of layout stationing shall be included in the cost of Construction Layout.

The cost of milling any concrete patches located within the project limits shall be included in the contract unit price for HOT-MIX ASPHALT SURFACE REMOVAL 2%".

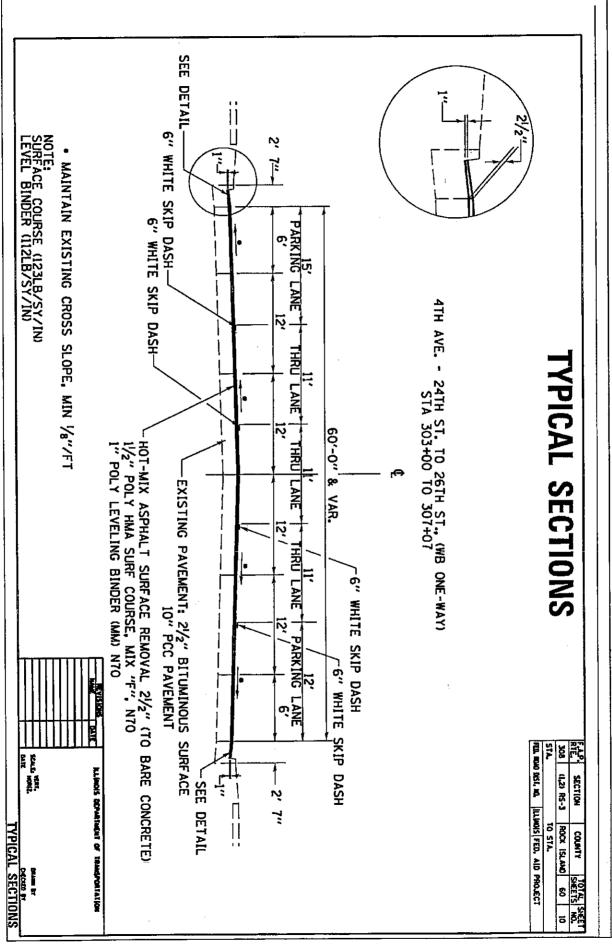
The new manhole lids on this project shall have the word "STORM", "SANITARY", or "WATER" on the lid. The word to be used is noted on the plans. It will be the Contractor's responsibility to determine the word to be used on other lids not noted on the plans. No additional compensation will be allowed for this work.

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

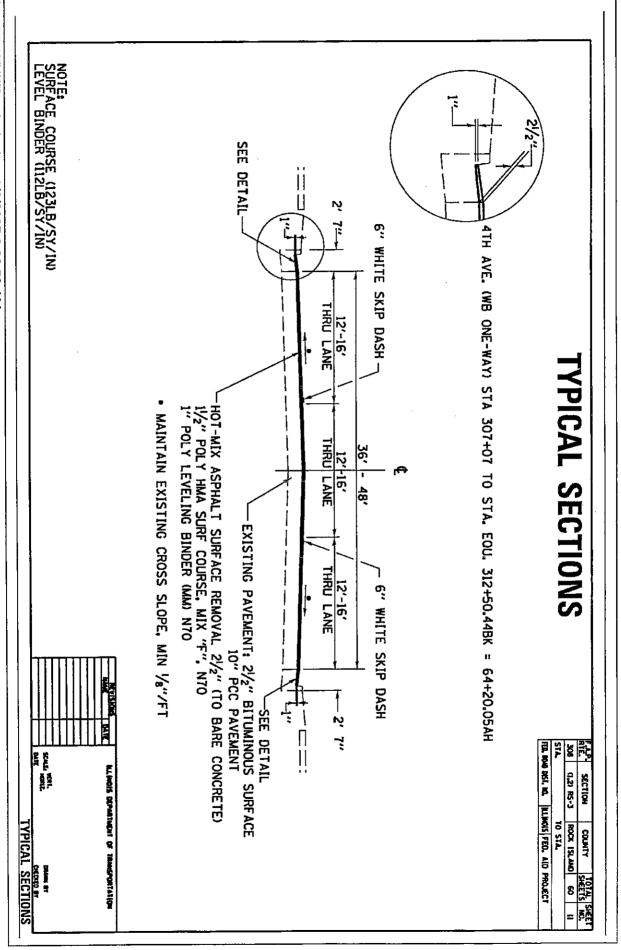
MidAmerican Energy Co. MCI World Com SBC/Ameritech Telephone Co. McLeod USA City of Rock Island

It shall be the Contractor's responsibility to contact the municipality to determine approved methods or utility structure adjustment. Utility structures may include, but are not limited to, manholes, water valves, handholes, etc. All materials and work necessary to complete adjustments per municipality requirements shall be considered included in the cost of the associated adjustment pay item.

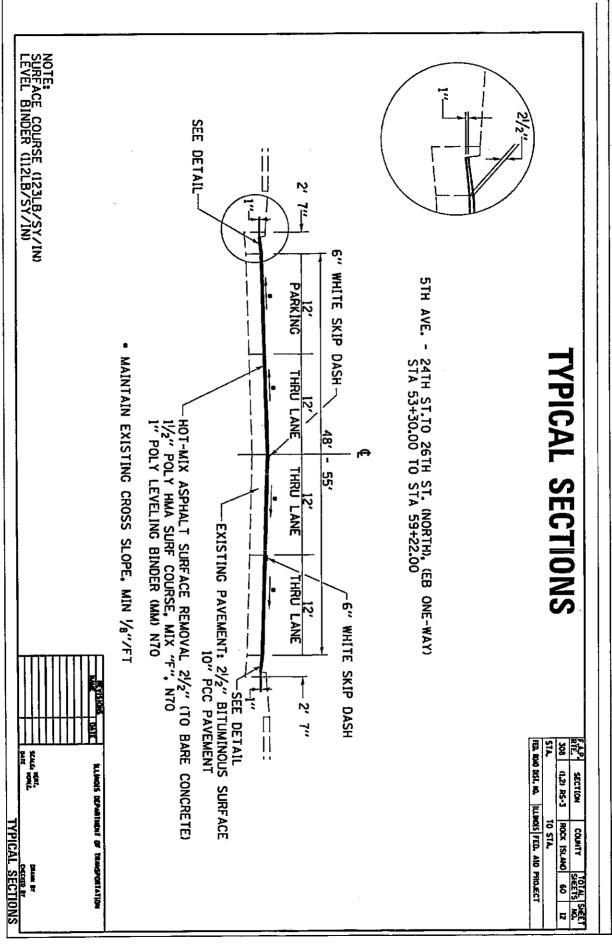
Quantities for HOT-MIX ASPHALT SURFACE REMOVAL 2½", POLYMERIZED LEVELING BINDER (MACHINE METHOD), N70, and POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N70, are broken out in the Summary of Quantities for City participation as 50% State \ 50% City. These areas are on 4^{th} Avenue between 24^{th} Street and a point 150' east of 25^{th} Street, approximate Stations 300+87 to 307+00, and on 5^{th} Avenue between 24^{th} Street and 26^{th} Street, approximate Stations 300+87 to 307+00, and on 5^{th} Avenue between 24^{th} Street and 25^{th} Street, approximate Stations 300+87 to 307+00, and on 5^{th} Avenue between 24^{th} Street and 25^{th} Street, and 25^{th} Street and 25^{th}



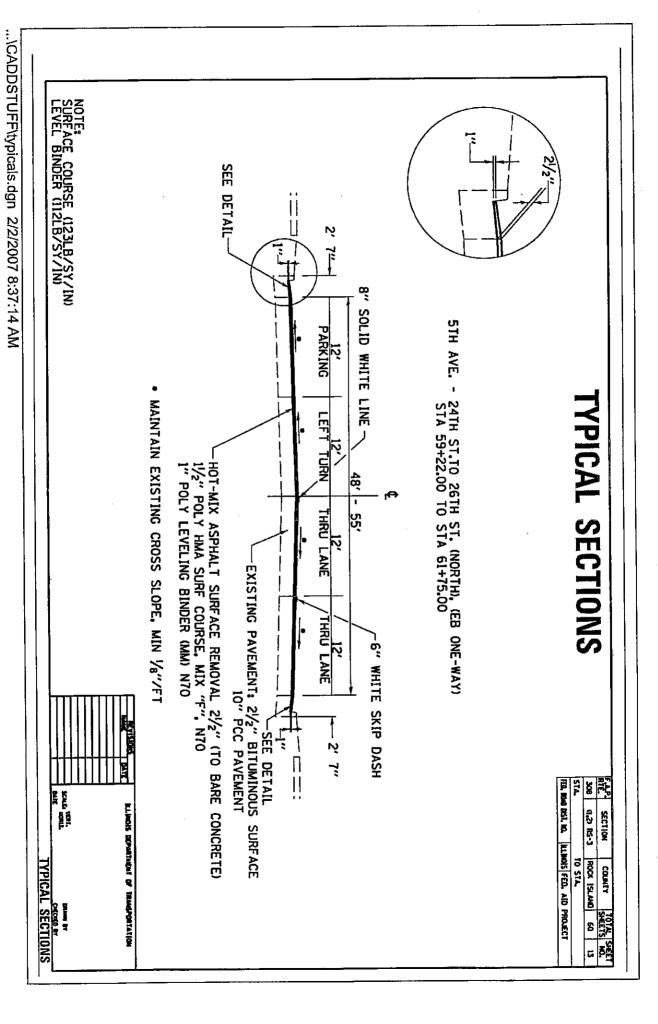
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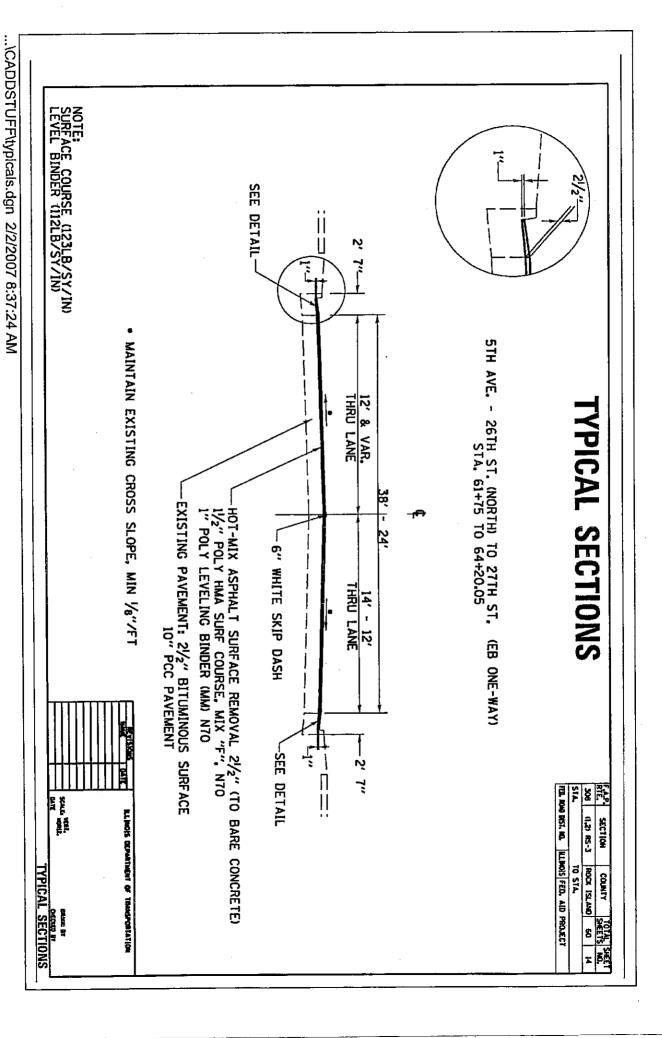


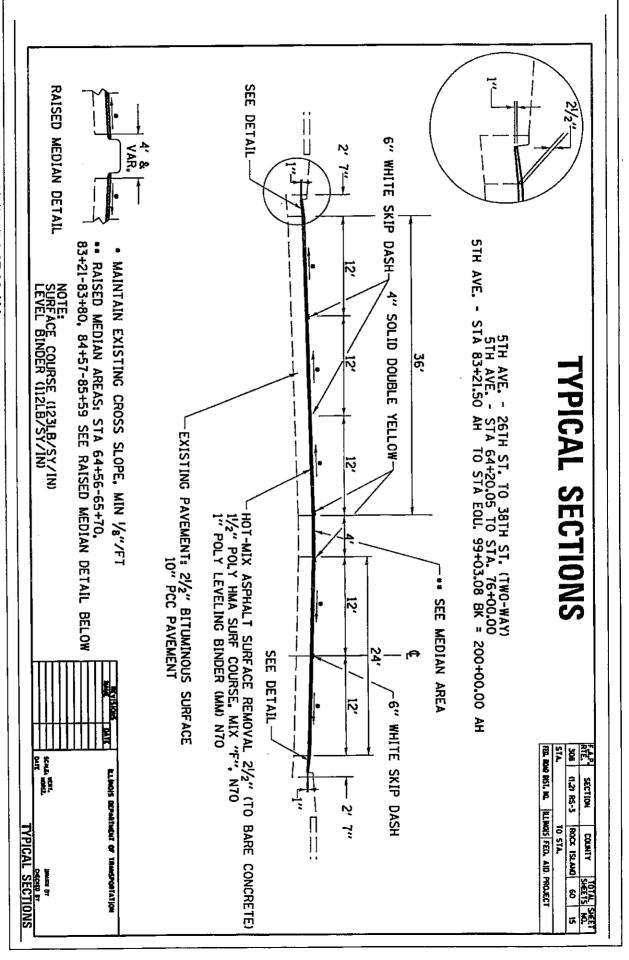
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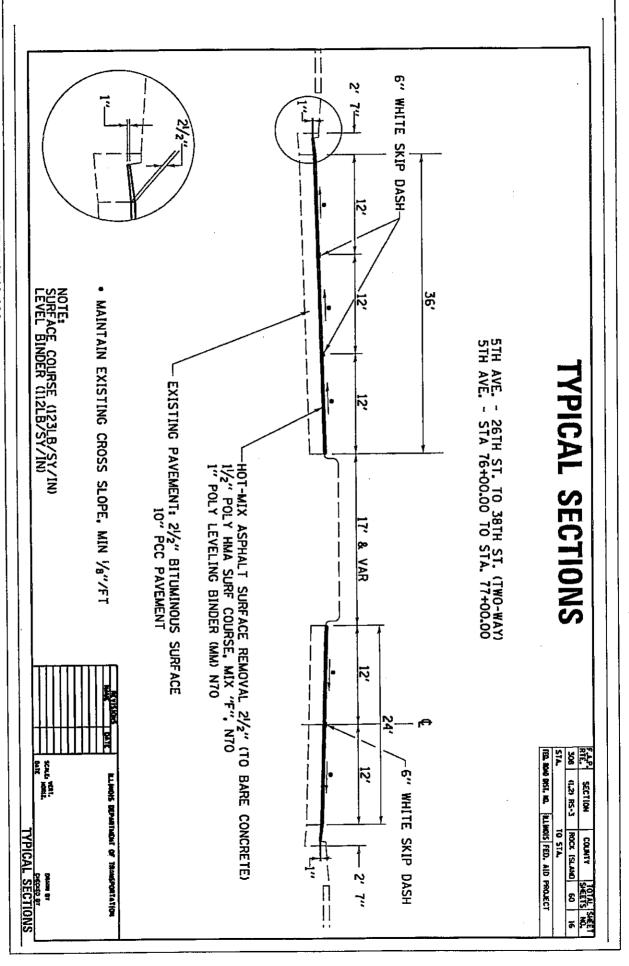


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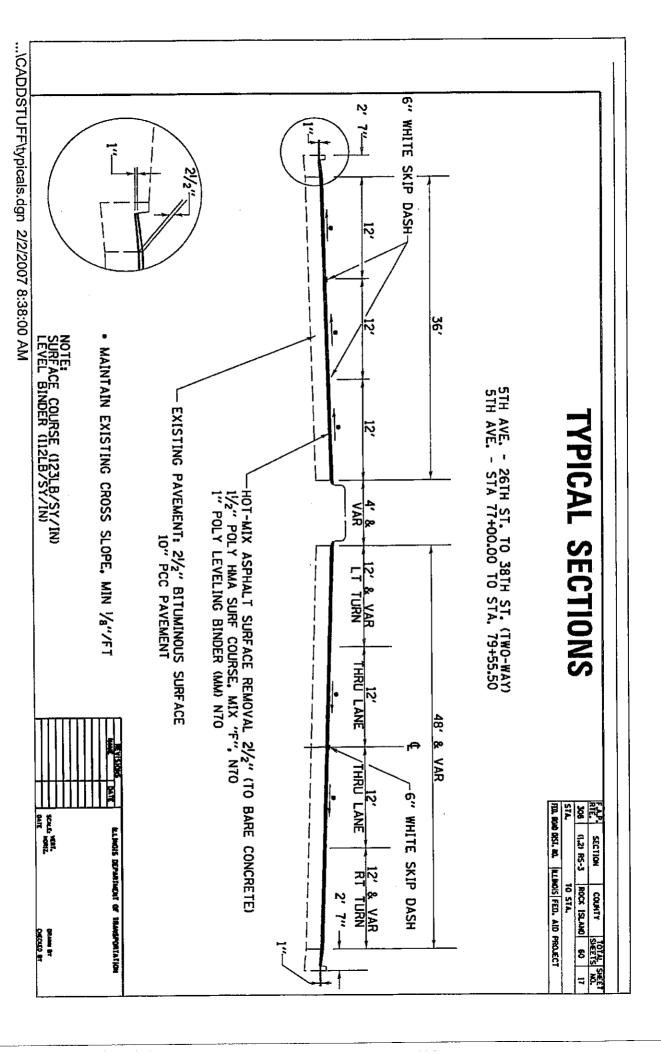


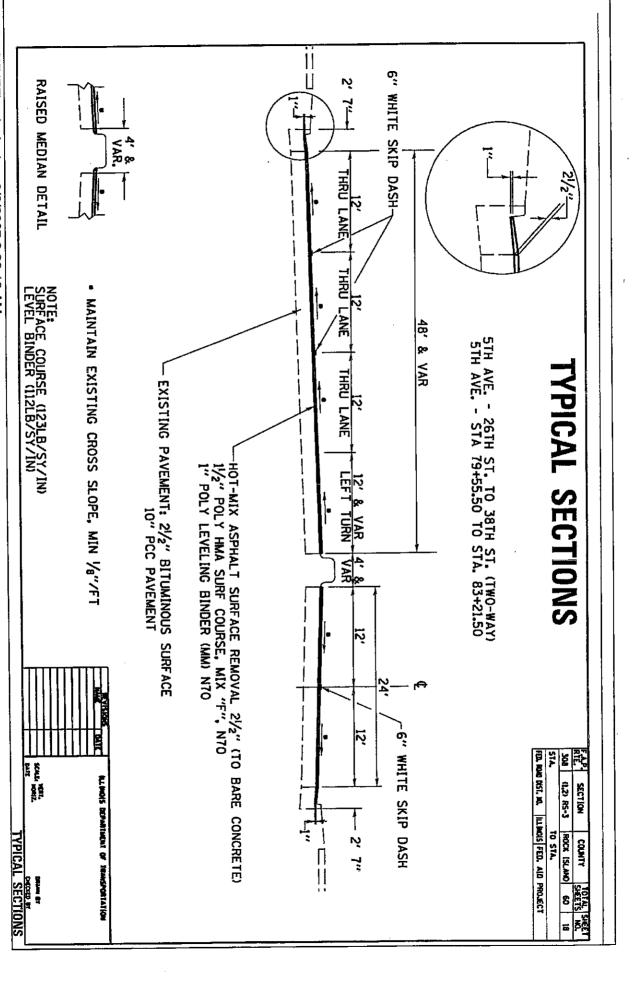




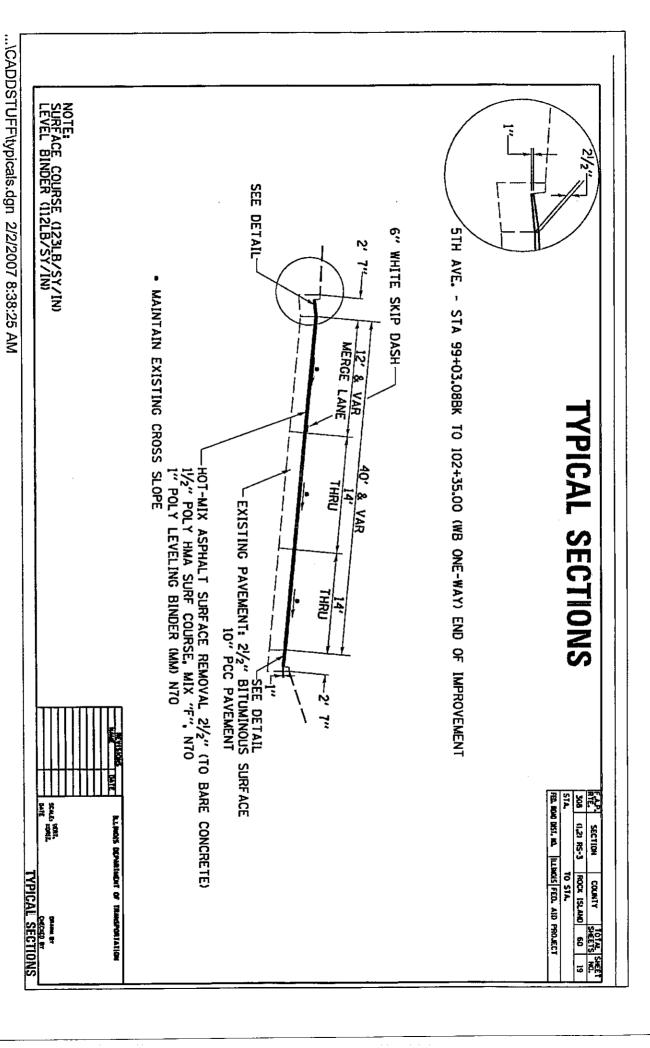


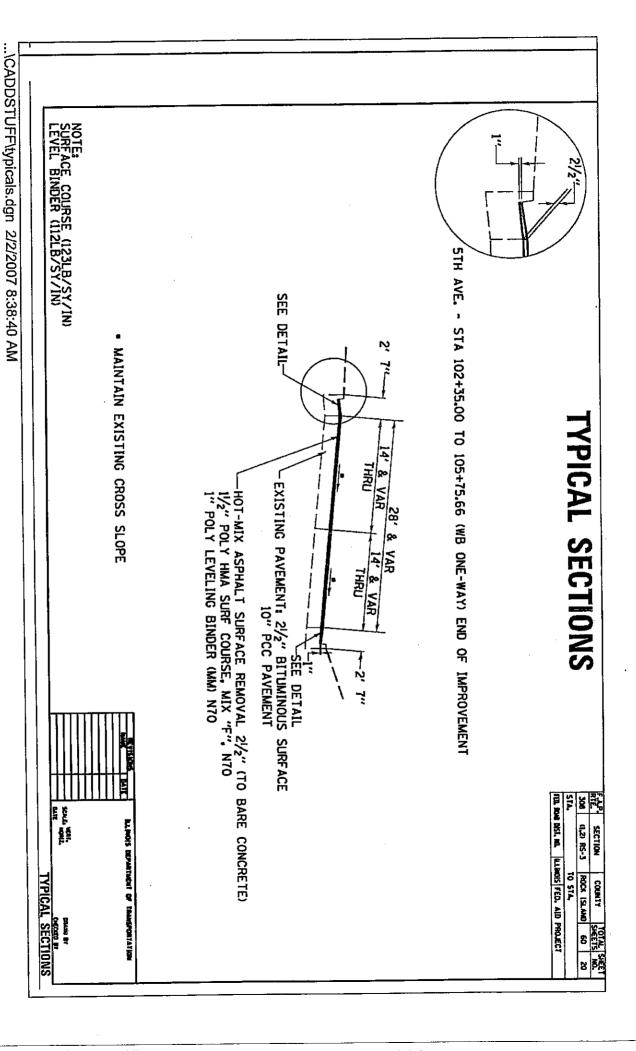
...\CADDSTUFF\typicals.dgn 2/2/2007 8:37:48 AM

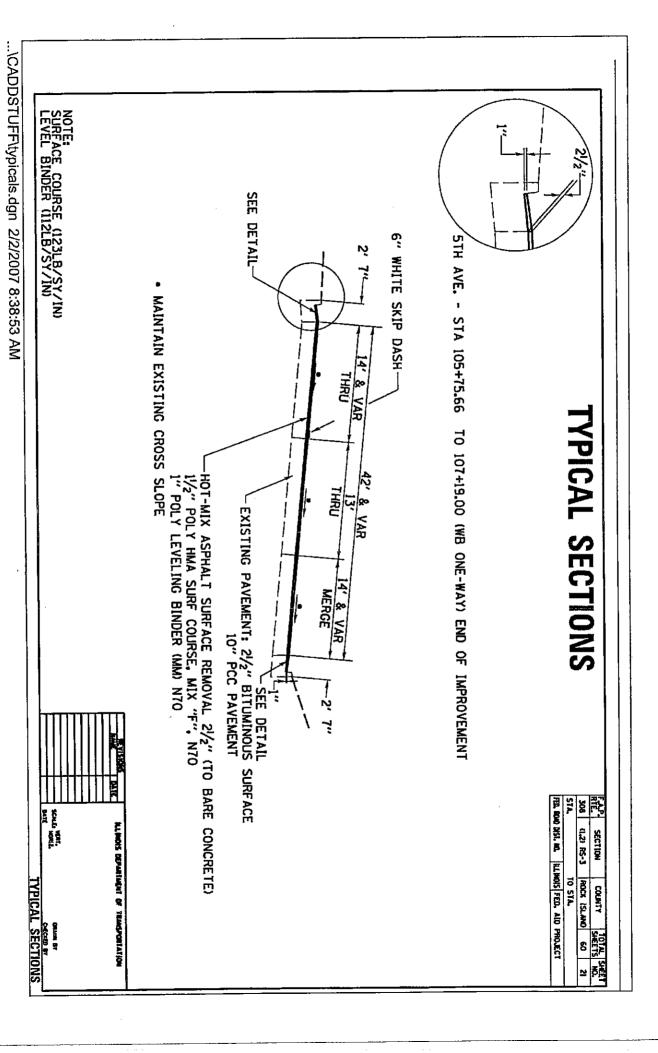


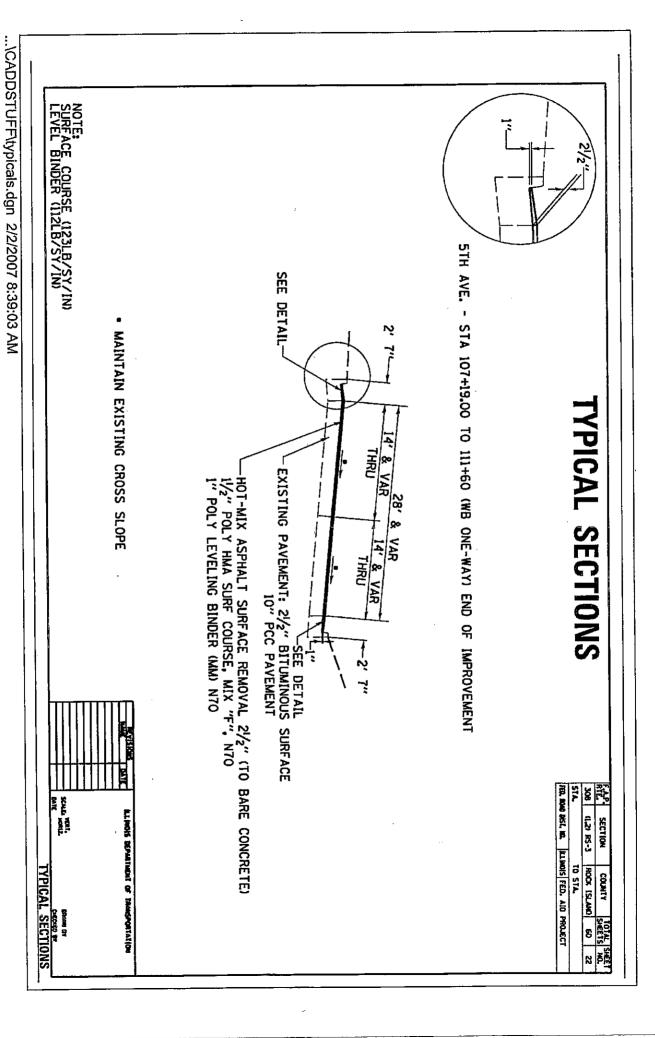


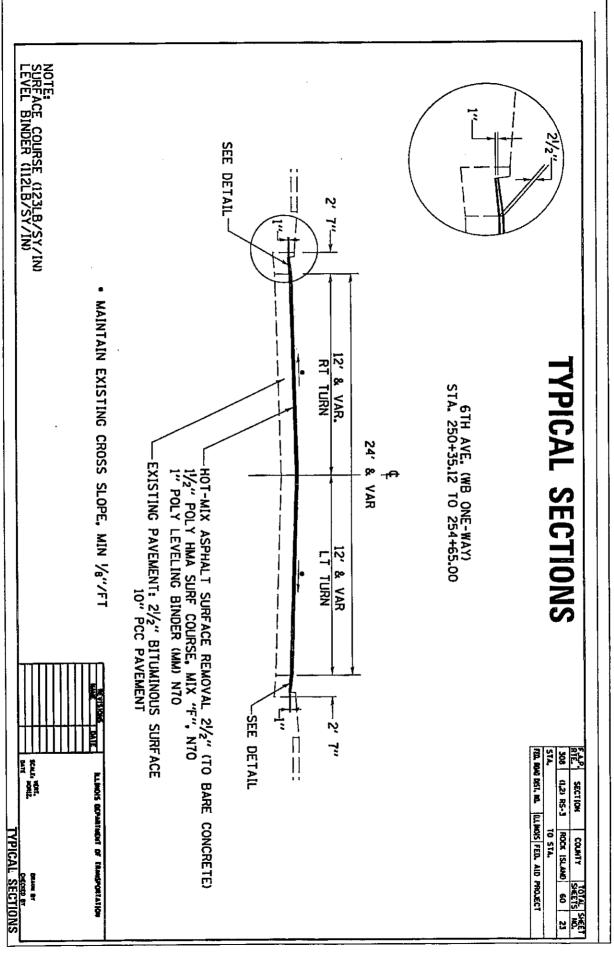
...\CADDSTUFF\typicals.dgn 2/2/2007 8:38:10 AM









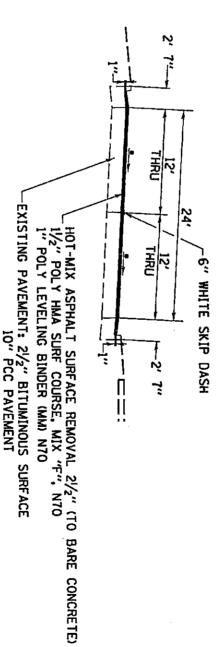


...\CADDSTUFF\typicals.dgn 2/2/2007 8:39:14 AM

...\CADDSTUFF\typicals.dgn 2/2/2007 8:39:26 AM

TYPICAL SECTIONS

5TH AVE/38TH ST. - STA 200+00AH TO 209+39 (EB ONE-WAY) END OF IMPROVEMENT



MAINTAIN EXISTING CROSS SLOPE

LILINGIS OCEANINGER OF TRANSPORTATION

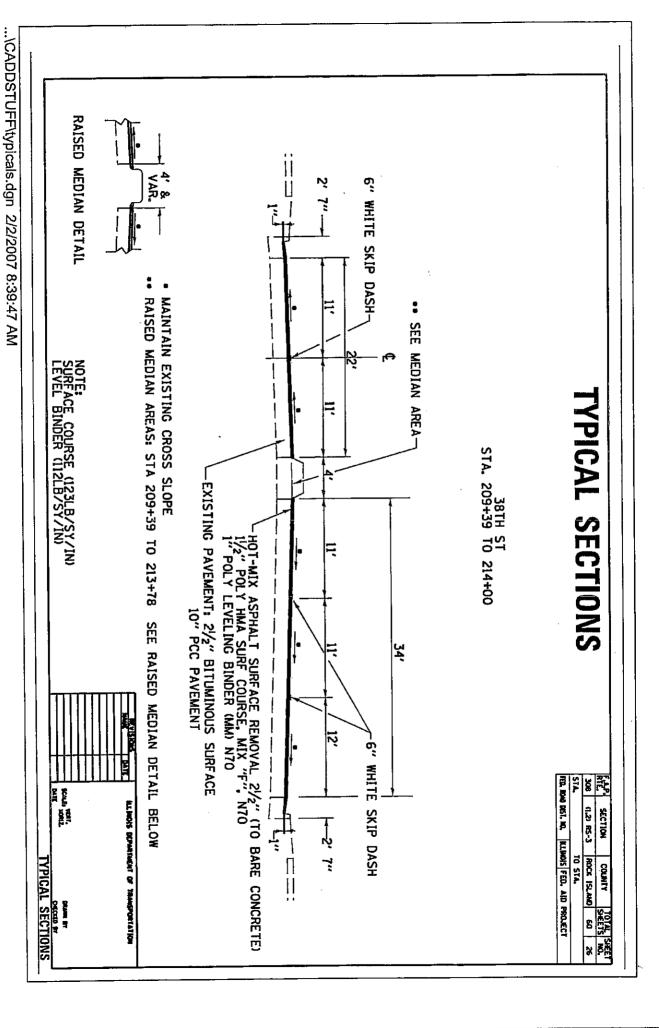
SCALA WAIL DAME OF TRANSPORTATION

AND WAIL DAME OF TRANSPORTATION

TYPICAL SECTIONS

...\CADDSTUFF\typicals.dgn 2/2/2007 8:39:37 AM

NOTE: SURFACE COURSE (123LB/SY/IN) LEVEL BINDER (112LB/SY/IN)



...\CADDSTUFF\typicals.dgn 2/2/2007 8:39:59 AM

FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 28 OF 60

7'999

2,78

JATOT

SCHEDULE OF QUANTITIES

2,78	Sta 213+551 t Rt & Comb Thru W/ Lt Turn Arrow (Large Size)	
S.73	Sta. 213+05 Lt, Rt & Comb. Thru w/ Lt Turn Arrow (Large Size)	
S.73	Sta. 212+55 Lt,Rt & Comb.Thru w/ Lt Tum Arrow (Large Size)	
	38th St., South Bnd	
3.12	Sta. 251+19 Lt & Rt Tum Arrow (Large Size)	
31.2	Sta. 250+69 Lt & Rt Turn Arrow (Large Size)	
0 70	6th Ave, One-Way	
97	Thru & Lt Turn Lane, Comb. Lt & Thru Arrow (Large Size)	
	Right Turn Lane, Rt Turn Arrow (Large Size)	
15.6	30th St	
9.31	Sta. 81+14 Lt Turn Arrow (Large Size)	
9.31	Sta, 80+63 Lt Turn Arrow (Large Size)	
9.31	Sta. 80+08 Lt Turn Arrow (Large Size)	
	5th Ave, West Bnd	
2.1E	Sta. 79+05 Lt & Rt Tum Arrow (Large Size)	
3.12	Sta. 78+62 Lt & Rt Tum Arrow (Large Size)	
31.2	Sta. 78+25 Lt & Rt Turn Arrow (Large Size)	
070	5th Ave, East Bnd	
9.31	Sta. 60+83 Lt Turn Arrow (Large Size)	1
9.31	Sta. 60+13 Lt Tum Arrow (Large Size)	
	Sta. 59+31 Lt Turn Arrow (Large Size)	
15.6	5th Ave, East Bnd	
	Sta. 302+80 Lt & Rt Tum Arrows (Large Size)	
3.12		
2.18	Sta. 302+01 Lt & Rt Tum Arrows (Large Size)	
2.15	Sta. 301+23 Lt & Rt Tum Arrows (Large Size)	
	4th Ave, West Bnd One-Way	
SO EI	<u>LOCATION</u>	
STO	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMB	78000100
	·	
<u> </u>	JATOT	
15	SE Quad, 5th Ave & 24th St (Adjacent to Inlet to be Reconstructed)	
30	09+70 - 05+50 .bj2	
	5th Ave, West Bnd	
97	Sta. 203+45 - 204+20	
20	Sta. 89+05 - 89+25	
	2th Ave, East Bnd	
EOOI	<u>LOCATION</u>	
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	00090909
137	JATOT	
12	SE Quad, 5th Ave & 24th St (Adjacent to Inlet to be Reconstructed)	
30	Sta. 67+30 - 67+60	
	5th Ave, West Bnd	
97	Sta. 203+45 - 204+20	
20	Sta. 89+05 - 89+25	
00	5th Ave, East Bnd	
FOOT	<u>LOCATION</u>	
TOO3	COMBINATION CURB AND GUTTER REMOVAL	00900077
	IAWAMAH GATTIIA GMA GGIIA MOITAMIGMOO	3030066
	らしてに して ないろん ここにら	

Sta. 213+55 Lt, Rt & Comb. Thru w/ Lt Turn Arrow (Large Size)

SHEET 29 OF 60 CONTRACT NO. 64A24 ВОСК ІЗГАИВ СОЛИТУ SECTION (1,2)RS-3 FAP 308 (IL 92)

- 0702		
120	7th Ave, 214+93 (East Leg), Crosswalk lines	
82	7th Ave, West Leg, One Crosswalk line	
145	38th St, South Leg, Crosswalk lines	
72	SW Quad, One Crosswalk line	
, ,	Intersection of 38th St & 7th Ave	
041	Sta. 213+96 Crosswalk lines	
143	38th St., South Bnd (North Leg of Intersection)	
	· · · · · · · · · · · · · · · · · · ·	
001	30th St, Crosswalk lines	
123	Sta. 79+91 Crosswalk lines	
92 l	Sta. 79+19 Crosswalk Ilnes	
133	Sta, 72+44 Crosswalk lines	
911	Sta. 64+47 Crosswalk lines	
	YBW OWT , 9VA HIG	
2 9	24th Street, (South Leg), Crosswalk lines	
86	5th Ave, East Bnd One-Way @ Sta. 53+97 Crosswalk lines	
	Intersection of 5th Ave & 24th Street	
125	Sta. 300+98 Crosswalk lines	
307	4th Ave, West Bnd One-Way	
FOOT	LOCATION	
1003	HOLLYGG	
	Sta. 200+00 - 212+50 (one line)	
315	5th Ave to 38th St., East Bnd (Skip-dashes)	
1000	213' 28+52 - 88+03'08BK=500+00VH (one line)	
200	Sta. 55+25 - 59+25 (two lines)	
08	Star 54+00 - 55+25 (two lines for lane shift)	
	5th Ave, East Bnd (Skip-dashes)	
0⊅	Sta. 110-885 - 111-60 (two line)	
230	Sta. 102+35 - 110+85 (one line)	
	6th Ave, West Bnd (Skip-dashes)	
0۲۲	Sta., 99+03 - 102+35 (two lines)	
0471	Stat. 64+20.05AH - 99+03 (two lines)	
	5th Ave, West Bnd (Skip-dashes)	
989	Sta. 301+00 - 312+50.44BK=64+20.05AH (two lines)	
	Ath Ave, West Bnd (Skip-dashes)	
	2KIB-DY2HE2	
FOOT	LOCATION	00500001
	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	78000400
	·	
11384	JATOT	
744	30th St, double yellow centerline	
0 77	Sta. 298+00 - 300+20 38th St Entrance Ramp to W Bnd IL 92	
	Sta. 102+35 - 111+60 W. Bnd One-Way	
1820	Sta. 203+00AH - 209+00 E. Bnd One-Way	
1200	Edge of Pavement, white	
4120	Sta. 85+59 - 95+89 (Begin Ralsed Median)	
1644	Stat. 001:00 - 76+00 (Begin Raised Median)	
1 28	4€+17-0€+63, 69+74	
1232	Sta, 65+70 - 68+77	
	איפן, דישט-יעפץ Painted Median, Pair of double yellow lines	
	SOLD LINE 5th Ave, Two-Way	
100	20ΓΙD ΓΙΛΕ ΓΟC∀LION	
<u> </u>		78000200
	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	00000082
	SCHEDULE OF QUANTITIES	

JATOT

0188

FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 30 OF 60

SCHEDULE OF QUANTITIES

721	JATOT	
98	38th St., South Bnd; Sta. 213+86 Stopbar	
77	30th St., Stopbar	
SI	24th St. @ 5th Ave, Stopbar	
20	Sta. 250+55 Stopbar	
•••	6th Ave, One-Way	
84	Sta. 79+98 Stopbar	
87	Sta. 79+12 Stopbar	
07	5th Ave, Two Way	
09	Sta. 301+02 Stopbar	
03	4th Ave, West Bnd One-Way	
TOO7	FOCKTION	
7007	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	78000650
	MAC THE CHINEAR THEMSTAND OF COMPANY	0
0+0	JATOT	
346	Sta. 209+34 - 211+97, Painted Median (15' ctrs)	
741		
	38th St., South Bnd (White Diagonals with-in Painted Median)	
92	Sta. 252+64 - 253+73 White Diagonals (15' ctrs)	
*	Sta. 250+46 - 251+76 (15' cits)	
	6th Ave, One-Way (White Diagonals with-In Painted Median)	
lt.	Sta. 85+59-95+87 (60' ctrs)	
81	Sta. 71+90-76+00 (50' ctrs)	
8	Sta. 69+30-71+34 (60' ctrs)	
12	Sta. 65+70-68+66 (60' ctrs)	
	5th Ave, Two-Way (Yellow Diagonals with-in Painted Median)	
FOOT	LOCATION	00000001
	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	00900087
2030	JATOT .	
30	6th Ave. (W.Bnd) to 38th St (S. Bnd) Turkey Trot 2' w/ 4' gap	
53	38th St (N. Bnd) to 7th Ave (W. Bnd) Turkey Trot 2' w/ 4'gap	
34	38th St (S. Bnd) to 7th Ave (E. Bnd) Turkey Trot 2' wl 4'gap	
, ,	Intersection of 38th St & 7th Ave	
136	Sta. 212+50 - 213+86 Lt Tum Lane	
136	Sta. 212+50 - 213+86 Rt Tum Lane	
792	Sta. 209+34 - 211+97, Painted Median (White)	
200	38th St., South Bnd	
122	Sta. 252+64 - 253+73, Painted Median (White)	
96	Sta. 250+55 - 251+50,Lt Tum Lane	
751	Sta. 250+46 - 251+76, Painted Median (White)	
LUP	6th Ave, One-Way	
7 £	30th St, Rt Turn Lane Line	
281 75	Sta. 79+98 - 81+50 Lt Tum Lane	
Car .	5th Ave, West Bnd	
911	Sta. 78+00 - 79+15 Rt Tum Lane	
- • •	Sta. 78+00 - 79+15 Lt Tum Lane	
GII	5th Ave, East Bnd	
007	Sta. 59+22 - 61+22 Lt Tum Lane	
200	Stranger East Bnd bnd tage to mit to State South	
101	Sta. 301+03 - 303+00 Rt Tum Lane 5th Ave East Bod	
761		
761	Sta. 301+03 - 303+00 Lt Tum Lane	
	4th Ave, West Bnd One-Way	
<u>EOOI</u>	LOCATION	0000000
	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	78000500

FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 31 OF 60

SCHEDULE OF QUANTITIES

	·	
51 CO AD	GRANULAR SUBGRADE REPLACEMENT LOCATION As directed by the RE (full depth patches) TOTAL TOTAL	0078200Z
152	JATOT	
125	As directed by the RE (full depth patches)	
<u>ax bs</u>	LOCATION.	01+07007
	GEOTECHNICAL REINFORCEMENT	Z0028415
Z'824	JATOT	
78	Thru Lane, with 1 each @ 6x20	
86	Lt Tum Lane, with 1 each @ 6x20	
80	38th St., North Bnd (South Leg of 38th St & 7th Ave)	
224	Thru & Lt Turn Lane, with 2 each @ 6x20	
961	Lt Tum Lane, with 2 each @ 6x20	
007	38th St., South Bnd (North Leg of 38th St & 7th Ave)	
Z91	Right Tum Lane, with 2 each @ 6x20	
202	Through & Left Tum Lane, with 2 each @ 6x20	
	30th St,	
991	3 Thru Lanes, with 2 each @ 6x20	
232	Lt Tum Lane,with 2 each @ 6x20	
	Sta. 79+90 - 80+40, West Bnd	
364	2 Thru Lanes, with 2 each @ 6x20	
822	Lt Tum Lane, with 2 each @ 6x20	
	Sta. 78+65 - 79+15, East Bnd	
	5th Ave, Two-Way	
99	1/2 Thru Lane, with 1 each @ 6x20	
₽ ∠	1/2 Thru Lane, with 1 each @ 6x20	
	24th St, South Bnd (South Leg)	
	5th Ave & 24th St Intersection	
100	Rt Tum Lane, with 1 each @ 6x40	
390	3 Thru Lanes, with 1 each @ 6x40	
102	Lt Turn Lane, with 1 each ⊚ 6x40	
	4(th Ave, West Bnd One-Way Sta. 301+06 - 301+46	
1007	VID AVE Mest Bod One-Way	
FOOT	DETECTOR LOOP, SPECIAL	00+00988
	DETECTOR I OOD SPECIAL	9000000

BITUMINOUS SCHEDULE

40600200 40600300 40600837	i
40603590	
44000159	
70300100	
70301000	
40600990	

STATION EQN: 99+03.0	+ 87 - 99 +	+59 - 95 +	+57 - 85 +	+80 - 84 +	81 + 38 - 83 + 80	+89 - 81 +	+15 -	- 79 +	+ 6 - 78 +	+28 - 77 +	76 + 0 - 76 + 28	+50 - 76 +	+70 - 75 +	+ 56 - 65 +	64 + 20 - 64 + 56	5th Ave-Two Wa	+ 85 - 64 +	+ 75 -	+31 - 61 +	+26 - 61 + 2	+84 - 59 +	+84 - 60 +	53 + 30 - 53 + 84	5th Ave-One Way	STATION EQN: 312+50.44BK = 64+20.05AH	+15 -312 + 5	+50 -312 +	+ 7 -	+60 - 307 +	+ 0 - 306 +	300 + 87 - 306 + 60	4th Ave-One Way		SIAHONING		
STATION EQN: 99+03.08BK (West Bnd Lanes) = 200+00AH (East Bnd Lanes)	Raised Median	Includes Painted Median	Raised Median	Includes Median Area	End West Bnd Lt Turn Ln	West Bnd Lt Turn Ln	30th St intersection	East Bnd Lt/Rt Turn Lns	Begin East Bnd Lt Turn Ln	Raised Median/Turn Lns	Painted Median Widens	Includes Painted Median	Includes Painted Median	Raised Median	Includes Median Area						City's Parking Lane		5th Ave & 24th Street Intersection		44BK = 64+20.05AH	Includes Median Area			4th Ave Raised Median, WB Access	City's Parking Lane	Header			スロダムスアグ		
ast Bn	316.1	1028	102	77	242	149	74	109	100	78	28	50	980	114	36.0		35.0	210	4	105	516	642	54			35.4	<u>8</u>	343	47	300	573		l	EN	GTH_	
ld Lanes	60	64	60	64	72-60	72	88	82-84	60-82	60	67	64-67	64	60	4.6		24	38-24	51-55	48-51	12	48	Variable	i		40	48-36	48	60-64	12	60		HTGIW	Ö	PR PR	
	2107.2	7310.2	680.0	547.6	1774.7	1192.0	723.6	1005.2	788.9	520.0	208.4	363.9	6968.9	760.0	256.0		93.3	723.3	259.1	577.5	688.0	3424.0	422.0			157.5	770.0	1829.3	323.8	400.0	3820.0		SQ. YD.	OURTACE	PROPOSED	
	1.21	4.18	0.39	0.31	1.02	0.68	0.41	0.57	0.45	0.30	0.12	0.21	3.99	0.43	0.15		0.05	0.41	0.15	0.33		1.96	0.24			0.09	0.44	1.05	0.19		2.19		TON	77.200	BIT.	40600200
	6.3	21.9	2.0	1.6	5.3	3.6	2.5	3.0	2.4	1.6	0.6	1.1	20.9	2.3	0.0		0.3	2.2	3.0	1.7		10.3	1.3			0.5	2.3	5.5	1.0		11.5		NOT	T Z I W	AGG.	40600300
		1			124.2							25.5									48.2					11.0				28.0	239.4		TON		POLY LB	40600200 40600300 40600837
	205.2			53.1				96.5	76.2	50.6	20.2	35.3	676.4	74,0	24.8		9.8	73.9	25.4	56.9	81.1	274.3	40.8			15.7	76.7	180.5	31.5	47.2	335.1		TON	MEX F, N/O	POLY HMA SURF CSE,	40603590
	2247.7	7767.1	725.3	581.8	1882.2	1258.2	756.4	1053.7	833.3	554.7	220.9	386.1	7404.4	810.7	272.0		108.9	816.7	278.7	624.2	802.7	3021.3	446.0			173.3	843.3	1981.8	344.7	466.7	3674.7		SQ. YD.	VENI V. IV	HMA SURF	44000159
	268.7	873.8	86,7	65.5	205.7	126.7	62,9	92.7	85,0	66.3	23.8	42.5	833.0	96.9	30.6		15.8	94.5	19.8	57.8	!	353.1	29.7			19.5	90.7	188.7	35.2	!	429.8		FOOT	MARKING	SHORT- TERM	70300100
	52.2	169.6	16.8	12./	39.9	24.6	12.2	18.0	16.5	12.9	4.6	8.3	161.7	18.8	5.9		1.2	6.9	1.5	6.9		42.4	3.6			2.3	10.9	22.6	6.2		75.6		SQ. FT.	REMOVAL	WORK ZONE PAVT	70301000
							-																204.6								98.5		SQ. YD.	1810	TEMP	40600990

FAP 308 (IL 92)
SECTION (1,2)RS-3
ROCK ISLAND COUNTY
CONTRACT NO. 64A24
SHEET 32 OF 60

BITUMINOUS SCHEDULE

FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 33 OF 60

1,472.8	919.7	5,910.1	56,424.3	5,061.9	3,569.2	154.2	29.43				GRAND TOTAL	
394.4			957.1			1.3	0.27				SIDEROAD TOTALS	(SEE SHEET #24)
1078.4	919.7	5910.1	55467.2	5061.9	3569.2	153.0	29.17	52075.9			TOTALS	
59.2			294.6	26.9	19,3	0.8	0.16	275	35	44	30th Street	5th Ave Sta. 79 + 57
						,			!	8		Sideroad
			207.8	18.8	12.8	0.6	0.10	1	24-37	3	West Bnd One Way	+ 0 = 300 + 5
			152.8	13.8	9.1	0.4	0.07		23-24	50	West Bnd One Way	+50 - 300 +
			145.8	13.1	8.7	0.4	0.07		21.5-23	50	West Bnd One Way	+ 0 - 299 + 5
			129.2	11.6	7.5	0.3	0.06	106.9	17-21.5	50	West Bnd One Way	+50 -299 +
			56.9	<u>5</u>	3.2	0.1	0.03	45.8	16-17	25	West Bnd One Way	298 + 25 - 298 + 50
			52.8	4.7	2,9	0.1	0.02		14-16	25	West Bnd One Way	298 + 0 - 298 + 25
											North Bnd 38th St Entrance Ramp to W Bnd IL 92	North Bnd 38th St Er
378.0	7.5	62.2	1010.1	92.4	67.2	2.9	0.55	959.9	Variable	113	38th St & 7th Ave Intersection	213 + 78 - 7th Ave
	13.5	184.5	1184.4	106.5	70.2	3.0	0.57	1002.2	22	410	38th St-North Bnd Lanes only	209 + 68 - 213 + 78
	1.0	13.1	99.9	9.0	6.1	0.3	0.05	87.0	27	29	38th St-North Bnd Lanes only	209 + 39 - 209 + 68
	29.0	241.5	1853.6	168.0	116.1	5.0	0.95	1658.4	34	439	38th St-South Bnd Lanes only	
							!				_	38th Street
	31.0	422.6	2921.3	263.1	175.3	7.5	1.43	2504.0	24	939	East Brid Lanes Only @ 200+00AH (Sta. Eqn) + 0 - 209 + 39 Mainline-One Way (East to 38th St)	200 + 0 - 209 + 39
:			0,10	1.1	1.0	5.1	0.02	71/	ē	5	1100000	201 - 201
27.7			50 A	47	20	0 4	3	117	אָל) N	+ 35 102 ÷ 60 Hoader	
			000.0	02,0	11.0	1.0	0.04	007.0	42	177	Dull Ave I a life out of	202 T 04 - 200 T 40
			6969	60 A	41.8	1 0.0	0.24	5073	3/2	3 5	Sth Ave "T's" into 38th St	+ 030 - 434
			130.0	11.7	8.0	0.3	0.07	1140	33-24	36	Left Lane & Gore Area	+
		ļ	181 6	16.5	11.7	0.5	0.09	164.7	45.23	a a a	Loft Lang & Gorg Arga	+ 530 - 352 +
			165.3	15.0	10.6	0.5	0.09	151.1	40-45	33	Left Lane & Gore Area	+ 70 - 253 +
			135.0	12.2	8.5	0.4	0.07	121.7	33-40	3	Left Lane & Gore Area	+ 0 - 253 + 7
259.1			248.5	22,5	15.4	0.7	0.13	220.5	30-33	63	End of Project/Header	
											Lanes-Left Lane Only	6th Ave, West Bnd
51.3	5.0	41.3	283.3	25.6	17.5	0.8	0.14	250.0	3	75	End of Project/Header	+ 85 - 111 +
	3,6	30.3	189.4	17.1	11.6	0.5	0.09	165.0	24-30	8	Mainline-Two Right Lanes	+ 30 - 110
	20.7	172.7	6.926	88.0	58.6	2.5	0.48	837.3	24	314	Mainline-One Way	+16 - 110 +
	12.3	102.3	971.3	88.3	62.2	2.7	0.51	888.7	40-46	186	Mainline-One Way	+ 30 - 107 +
	8.6	71.5	613.9	55.7	38.9	1.7	0.32	556.1	37-40	130	Mainline-One Way	+ 0 - 105 + 3
	6.6	55.0	455.6	41.3	28.8	1.2	0.24	411.1	37	9	Mainline-One Way	+ 0 - 104 +
	4.3	35.8	252.8	22.9	15.7	0.7	0.13	223.9	3	65	Mainline-One Way	+ 35 - 103
	8,9	74.3	742.5	67.6	47.8	2.0	0.39		42-49	135		+ 0 - 102 +
	6.6	55.0	486.1	44.2	30.9	1.3	0.25		37.5-42	100		+ 0 - 101 +
	6.4	53.3	438.8	39,8	27.7	1.2	0.23	395.8	36-37.5	96.9		99 + 3.1 - 100 + 0
											ľy	West Bnd Lanes Only
SQ. YD.	SQ. FT.	FOOT	SQ. YD.	TON	NOT	TON	NOT	SQ. YD.	WIDTH	ı		
	REMOVAL	MARKING								LEI		
RAMPS	MARKING	PAVT	REM 2 1/2"	MIX F. N70	MM, N70	PRIME	PRIME	SURFACE	ည	٧G	REMARKS	STATIONING
TEMP	WORK ZONE PAVT	SHORT- TERM	HMA SURF	POLY HMA	POLY LB	AGG.	ВП.	PROPOSED	PRO	тн		
1000000	75001000	10000100	+4000	400000000	10000004	40600200 #0600607	40000200					
40600990	70301000	OUFUNEUL	44000150	ADSC SOL	7.000000r	Unconcert	Doctoors					

BITUMINOUS SCHEDULE SIDEROADS

	1:	6th Ave-One Way (West Bnd)	3	<u> </u>	ć	5th Ave-Two Way	6	6	4	(1)	5th Ave-On	307+07	30	30	30	30	4th Ave-On			SIDEROAD		
	110 + 67	ie Way (We	84 + 20	69 + 4	64 + 20	∕o Way	61 + 63	60 + 2		55 + 61	5th Ave-One Way (East Bnd)	307+07 to 307+45	309 + 10	309 + 5	305 + 12	305 + 12	4th Ave-One Way (West Bnd)			ROAD		
JC	39th Street, Lt	est Bnd)	31th Street, Rt	28th Street, Rt	27th Street, Rt		26th Street, Lt	26th Street, Rt	25th Street, Lt	25th Street, Rt	st Bnd)	4th Ave, West Bnd Access	26th Street, Lt	26th Street, Rt	25th Street, Rt	25th Street, Lt (New Conc.)	est Bnd)		REMARKS			
TOTALS	20		22	28	29		24	16	21	19.5		38	4	4	4	0		FT	LENGTH			
	20		24	18	21		34	26	30	24		16	70	70	38	0		FT	THROAT	1!/A	PROPOSI	
1	48		63	40	44		37	48	50	44		16	78	78	46	35		FT	THROAT MAINLINE	SHTDIW	PROPOSED SURFACE	
855.1	75.6		105.1	90.2	104.7		94.7	65.8	93.3	73.7		67.6	32.9	32.9	18.7	0.0		SQ. YD.	AREA		Ε	
0.27	0.02		0.03	0.03	0.03		0.03	0.02	0.03	0.02		0.02	0.01	0.01	0.01	0.00		TON	PRIME	BIT.		40600200
1.3	0,11		0.16	0.14	0.16		0.14	0.10	0.14	0.11		0.10	0.05	0.05	0.03	0.00		TON	PRIME	AGG.		40600300
147.4	13.0		17.7	15.8	18.1		16.2	11.2	15.8	12.7		13.0	5.3	5.3	3.1	0.0		NOT	SURF. N50 - 2 1/2"	INCIDENTAL HMA		40800050
957.1	84.4		114.9		117.6		105.3	72.9	102.7	82.3		84.4			20.4	0.0		SQ. YD.		2 1/2"	HMA SURF REM	44000159
394.4	18.5		22.2	16.7	19.4		31.5	24.1	27.8	22.2		14.8	64,8	64.8	35.2	32.4	}	SQ. YD.		RAMPS	TEMPORARY	40600990

FAP 308 (IL 92) SECTION (1, 2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 34 OF 60

EAP 308 (IL 92) SECTION (1,2)RS-3 SECTION (1,2)RS-3 SECTION (1,2)RS-3

DRAINAGE SCHEDULE

MEST BOUND LANES

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	l	<u></u>			C100 mm		PINON CINE TO T	10/ 3/// UTR
EACH	EACH	HOAE	H⊃A∃	HOAE	EACH	EACH		
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TO BE	38 OT	GRATE	Lag OT STO INI					
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00899709	00999209	60263100	60262700	00023003	00633009	00333008	l	

FAP 308 (IL 92) SECTION (1,2)RS-3 ROCK ISLAND COUNTY CONTRACT NO. 64A24 SHEET 36 OF 60

DRAINAGE SCHEDULE

WEST BOUND LANES

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Į, l	31	0	91	0	l l	22	JATOT-8US (WEST BND
			2			telni	West Side, Dbl	TS H182
								SIDEROADS
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	1						<u> </u>	301 + 60
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								00 + 606
	<u> </u>					 ·		304 + 70
						<u></u>		304 + 705
-						Z		92 + 708
						<u> </u>		305 + 20
	<u></u>					L		305 + 305
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 	 -					l l		96 + 908
 						1		306 + 45
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	l							311 + 00
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	LIOVA	11007	EACH	EACH	EACH	EACH	 	UU T 68
HDAE	EACH	EACH	111	(Estimated)	(Estimated)	ADJSTED	1	1
JGBR	LGA	(Estimated)	RECONSTRD			TOBE		
38 OT	∃8 OT	TAA9	INLETS TO BE	ВЕСОИЗТВО	ו בצ' כר רום			1
BOXES	BOXES	& A7 E 3 9 YT		TO BE	WITH NEW TYPE	MANHOLES	REMARKS	SNOITATS
JVJAV	BVJAV	WITH NEW		MANHOLES	DETOUCH 38			
1		RECONSTRD			MANHOLES TO		1	
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00899209	00999709	00169209	60262700	00673209	00899709	9029209	J	

FAP 308 (IL 92) SECTION (1, 2)RS-3 GONTRACT NO. 64A24 SHEET 37 OF 60

DRAINAGE SCHEDULE

EAST BOUND LANES

7	Z 9	ε	20	9	G	06	JATOT di	AAA5
L	18	0	91	0	l l	99	JATOT-8U8 (II)	WEST BY
	56	3	g	9	ħ	35	JATOT-BUS G	N8 T2A3
							TS HT85 FO NOI BVA HT7 8	IVIENOEVI
	- 1					8	TS HTRE HO NO!	97 + 112
						<u> </u>		210 + 25 209 + 70
	<u> </u>					<u> </u>		508 + 20 508 + 22
						ŀ	TS HT85 of QNB	207 + 90
	- 1 - 						T2 HTSE of GIVE	El + 86
ı								Z9 + G6 SS + G6
	·					l l		26 + 26 26 + 32
						L L		85 + 30 85 + 52
	- I					_ <u> </u>		7£ + 88
			l .			ı		72 + 148 09 + 38
						ļ l		84 + 33
							18 121 E @	84 + 30
						<u> </u>	13 1-15 @	06 + 68
						ŀ		82 + 58 82 + 58
<u> </u>	ı l					i i	Gas Valve	08 + 67
						l l		65 + 67 65 + 67
-	<u> </u>							St + 6L
							Gas Valve	07 + 67 85 + 67
	2		-					15 + 51
						1		91 + 87 08 + 77
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								91 + 27 92 + 47
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<u> </u>		···		L I				€l + 69
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	<u> </u>				ı.	(YA	W-OWT) QNB TZ/	STH AVE, EV
	j_							<u>L + 79</u>
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	i							87 + 19
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						Ļ	1S 4197 @	\$1 + 09
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		<u> </u>						Z6 + SS
	i _					l l	ETH AVE	08 + 99 8 + 1/9
							24th ST, SE QUAD	23 + 80
						l L	@ intersection @ intersection	99 + 69
	Ī.						(@ intersection	97 + E9
				11612	HOUS	(Y)	ST BND (ONE-WA	STH AVE, EA
BE REPL	BE ADJ	(Estimated)	EACH EACH	(Estimated)	(Estimated)	ADJUSTED HOA3	1	
	VALVE TO	RECONSTRD WITH NEW TYPE 3 FR & STE STARD	INLETS TO BE	MANHOLES TO BE RECONSTRD	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FR, CL LID	MANHOLES TO BE	REMARKS	SNOITATS
		INCETS TO BE						
00899209	60266600	60263100	60262700	00678208	60255800	60255500	j	

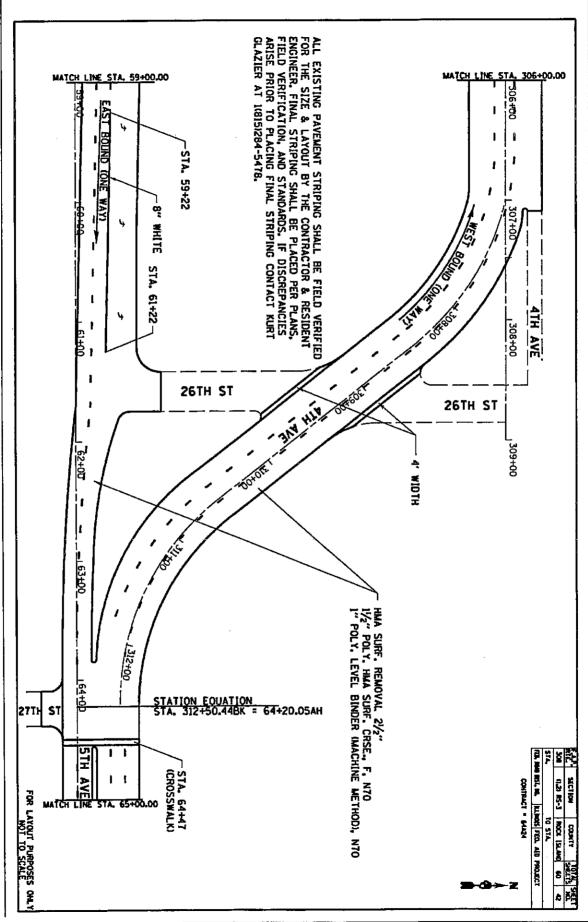
	50	852	2269	44	76	124.3	88.7	154.0	ALS	SUB-TOTALS	WESTBOUND
										-	7000
	50										MISC LONG. JOINTS
		40	108			8.0		8.0	6	6	LT 12' RT 12' NO MID LANE
		20	54			8.0			6		+ 88 LT 12', RT 12' NO MID LANE
		40	108			8.0		8.0	6	6	+ 38 LT 12', RT 12' NO MID LANE
		40	108			8.0		8.0	6	<u> </u>	T 12' NO MID LANE
											6TH AVE
		40	114			9.3	9.3		7	7	310 + 80
		60	162			8.0	8.0	8.0	6	6	309 + 96 6
		40	108			8.0		8.0	6		309 + 45 6
		60	162			8.0	8.0	8.0	6	6	307 + 5
											4TH AVE WB
		40	108			8.0	10.7		6	8	69 + 95 ALL LANES 12'
		20	60			8.0			6		+ 90
		20	60					10.7			+ 40 ALL LANES 12'
		40	102				8.0	8.0		6	+ 35 ALL LANES 12'
,		20	60					10.7			+ 50 ALL
		40	122				13.3	13.3		10	+ 80 ALL
		20	54				8.0			6	+ 60
		20	54	10	36			8.0			96 + 60 ALL LANES 12' 6
											=
		20	54					8.0			+ 20/
		26	66				11.7			7	+ 85 LT
		68	176	34	40	11.7	11.7	11.7	7	7	+ 10
		26	66					11.7			+ 31 LT 15',MI 15', RT 10'
		44	102			8.0		8.0	6		+ 10 LT 12', RT
		20	54			8.0			6		45 RT 12'
		44	108			8.0		8.0	6		00 LT 12', RT 12'
		44	99			7.3		8.0	6		
											IL 92-6TH AVE to 5TH AVE (ONE WAY)
(yd²)	(each)	(each)	(foot)	(each)		(yd²)	(yd²)		RIGHT	MIDDLE	
		1 1/2"	CUTS	JOINT		RTLANE	MI LANE	LTLANE		(feet)	STATION REMARKS
FABRIC	BARS	BARS	SAW	BARS	TAICHES		TYPE 2			LANES	
PAVT	īE	DOWEL		DEFORMED	CL B	S (AREA)	B PATCHES (AREA)	CLASS B	АТСН	LENGTH OF PATCH	
44213100	Z0075300	Z0017202	44213200	44201296	44201294		44200970	- Constitution of the Cons			SEE REMARKS FOR LANE WIDTHS
.=		유 8	SHEET 38 OF 60	[<u> </u>							
	AND	ROCK ISLAND	COUNTY: F	· ~		C		DC C	<u>U</u>	× I	TAICHING - WEUIDOONE
	(787)	(1.2) RS-3	SECTION: (· ~		7])		7 1 2 2 2
	33	200000	١								

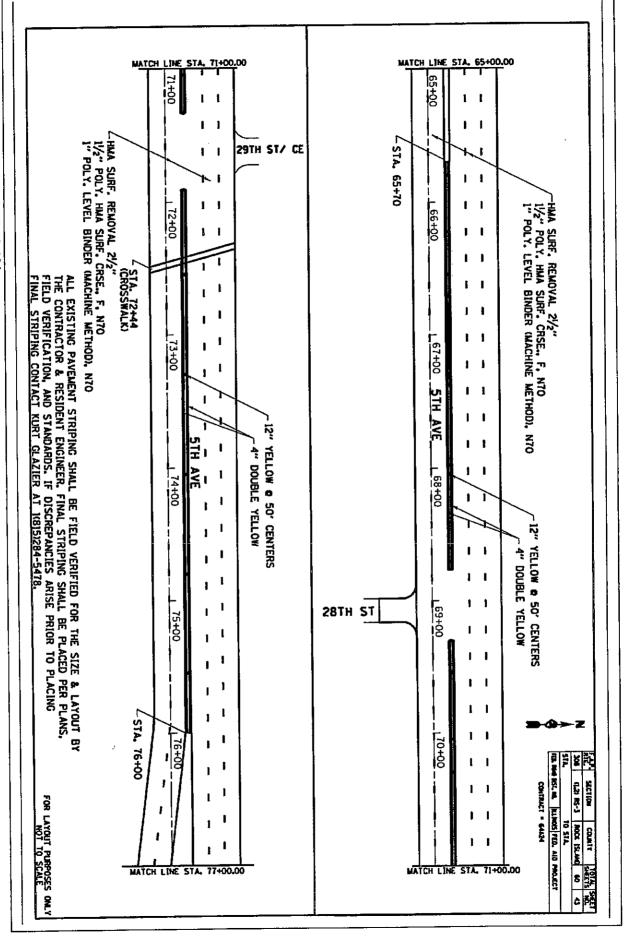
PATCHING - EASTBOUND

ROUTE: FAP 308 (IL92) SECTION: (1,2) RS-3 COUNTY: ROCK ISLAND SHEET 33 OF 60

			209 + 80	1 000	204 + 60	204 + 4	707 + 207	702	7 + 102	200 + 35			94 + 7	92 + 3	88 + 4	84+6	82+9	77 + 3	74 + 8	74 + 3	73+1	73 1	70+27	71 + 5	70 + 6	20 0 + +	000	65 + 4	05	54 + 90	2		WI BB	62 + 9	62 + 6	62 + 4	59 + 50	58 + 8	58 + 7	20 4	70 0	1 .	74 + 9		STATION			12	
GR	WESTBOUND SUB-TOTALS	EASTBOUND	80	5 0					3	8	EB TWO WAY 271H TO 381H	STATION EQUATION	0	92 + 35	0 UTILITY PATCH WV	OT .	6	3 15' IN LN 14' OS LN	On C	0	On C	5		יייי פייייי	0 +	O SUNKEN OUT IT FAICH							EB TWO WAY 27TH TO 38TH	4 16' LANE WIDTH	0 16' LANE WIDTH	0 16' LANE WIDTH	O SUNKEN UTILITY PATCH	8 SIINKEN LITH ITY PATCH		25	2	3	+ 90	NIC 14/AV OATU ATU	REMARKS			LANE WIDTH>>>>	_
AND T	S DNC																					6									1	Ţ,	17					,	5		5	6		PARKING	1)	<u>.</u> =	L	13	
GRAND TOTAL	UB-T(SUB-TOTALS		5		c	n			Ī					8			6						,	5 0	ב ב	c	b	0	0	» ×	feet)	LT LN (Inside)					-	S					PARKING LT TURN	(Teet)	LT LANE	LENGTH OF PATCH	12	
	STATC)TALS		1	-	+	1	1		 																						(feet)	RT LN (Outside)		6	6	7					,	5)	75.	୷୷	RT LANE	FPATCH	12	
	3		6		0	n 0	n c	n c	n	0	0		6	28		6	6	6	8	18	6	6	ô	5	6	6 <u>-</u>	30	2 a	3	o	» <u>-</u>)[(obisiuC	8		-	7		ļ	6		·	<u>ი</u>	I HRO		* # #		12	
77	242.7	134.0		8.0		0.0	å								13.3			10.0				8.0		ç	80	8.0	0,0	90	0.0	0,0	٥							14.7	16.0		8	8.0		(yur)	LTLANE	34XL	5	4420	
779.2	124.3	278.2	8.0		8.0	200	200	200	000	000	8		8.0			8.0	8.0	9.3	10.7		8.0	8.0	8.0	8.0	8.0	8.0	147	20.0	12.2	0.0	80			14.2	10.7	10.7	18.7			8.0			16.0	(yu-)	RTLANE	E2	CLASS B PATCHES (AREA)	44200970	
24.0		24.0																		24.0								1																(ya)	RT LANE	TYPE 3	HES (ARE	44200974 44200976	
37.3		37.3			1									37.3																														()0 /	RTLANE	TYPE 4	A	44200976	
141	76	65.0							ļ										29											14	24											12			(foot)	<u>2</u>		-	
74	4	30																	10					ŀ						ā	10											10		1	(each)	EXPANSION	DEFORMED	44201296	
5,011	2269	2742	54	54	54	χ ₁	54.	2	27.5	7.	54		4	120	ප	52	54	108	60	90	54	108	54	54	108	108	69	108	66	54	108			72	65	88	114	69	108	54	54	52	108	(1001)	(foot)	CUTS	TOTAL	44213200	
1,842	852	990	20	20	20	20	\$	20	20	23 [3		20	20	20	20	20	45	20	20	20	40	20	20	4	40	20	40	20	2013	46			٤	38	3	40	20	40	20	20	20	40	(cuca)	(each)	BARS	DOWEL	- 1	
92	50	42												26	3					16																								(out)	(each)	BARS	ᆵ	Z0075300	_
61.3		61.3												3/.3						24.0							Ī																	3	(wdz)	FABRIC	PAVT	44213100	

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ADJUSTED BASIN RECONSTRUCTED NLETS

PUCTED FED. ROAD DIST. NO. | ILLINOIS FED. AID PROJECT

F.A.P.

SECTION (1,2) RS-3

COUNTY

SHEET NO.

802

ROCK ISLAND

8

CONTRACT = 64A24

CONCRETE CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 606 OF THE STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, STANDARD 606001 AND THIS DRAWING.

(DETAILS FOR

CURB

Qο

GUTTER REPLACEMENT)

CLASS SI CONCRETE SHALL BE USED THROUGHOUT.
A HOLE 40 (1 1/2) IN DIAMETER AND 225 (9) DEEP SHALL BE DRILLED IN THE EXISTING CONCRETE CURB AS SHOWN. A 32×450 (1 1/4 × 18) SMOOTH DOWEL BAR SHALL BE GROUTED IN THE HOLE LONGITUDINALLY.

JOINTS OF A TYPE SIMILAR TO THAT IN THE LINDER-LYING PAVEMENT (EXPANSION OR CONTRACTION) SHALL BE INSTALLED IN THE CONCRETE CURB IN ALIGNMENT WITH THE JOINTS IN THE PAVEMENT.

THE PROPOSED CONFIGURATION OF THE CURB AND GUTTER SHALL MATCH THAT REMOVED.

THE LOCATION OF THE DOWEL BAR SHALL BE DETERMINED BY THE ENGINEER.

ALL EXISTING TIE BARS IN EDGE OF PAVEMENT SLAB
THRU REPLACEMENT AREA SHALL BE CUT OFF.

THE WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 602 OF THE STANDARD SPECIFICATIONS AND INCLUDES THE REMOVAL AND REPLACEMENT OF SOD, CONCRETE PAVEMENT AND/OR CURB AND GUTTER ADJACENT TO CATCH BASINS OR INLETS TO BE ADJUSTED OR RECONSTRUCTED AND SHALL BE INCLUDED IN THE PAY ITEM OF CATCH BASINS OR INLETS TO BE ADJUSTED OR RECONSTRUCTED AS SPECIFIED.

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

+DATE-TIME •
•DGM-SPEC •
•REF
•REF
•REF
•REF

SAWED JOINT

FULL DEPTH)

THE EXISTING CUTTER

CURB AND GUTTER

CURB AND GUTTER

TO A JOINT

FILLER. IF EXISTING EXPANSION JOINT IS WITHIN 1.5m (5'-0")THE JOINT

FILLER SHALL BE ELIMINATED.

REMOVE AND REPLACE SOD

REMOVE

WHEN "A" IS GREATER THAN 50 (2), 2-NO. 15 (NO. 4) BARS SHALL BE PLACED AS SHOWN.

SAME REPAIR AS ——INDICATED ON OTHER SIDE OF FRAME AND GRATE.

CATCH BASIN OR **INLETS** 70 BE **ADJUSTED** 9R RECONSTRUCTED

REVISED 5-4-94

17.4a

...\CADDSTUFF\il92.dgn 2/2/2007 9:39:34 AM *DATE-TIME*
*DGN*SPEC*
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*REF SUBGRADE REPLACEMENT EXISTING PAVEMENT -GEOTECHNICAL REINFORCEMENT NOTES: ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE NOTED. GRANULAR SUBGRADE REPLACEMENT and per m2 (SQ. YQ.) for PATCH 150 (6) (CA6 OR CA10) SUBGRADE REPLACEMENT 3 (CU. YD.) S RE FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT CONTRACT = 64A24 REVISED 4-23-93 SECTION (1,2) RS-3 ROCK ISLAND TO STA. COUNTY 60 97.4

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ROUGH GROOVED SURFACE SIGN

TLLINOIS STANDARD W8-1107

SIGN PANEL TYPE 1



CENERAL NOTES

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

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COLOR: LEGEND AND BORDER - BLACK NON-RELFLECTIVE

BACKGROUND - ORANGE REFLECTORIZED

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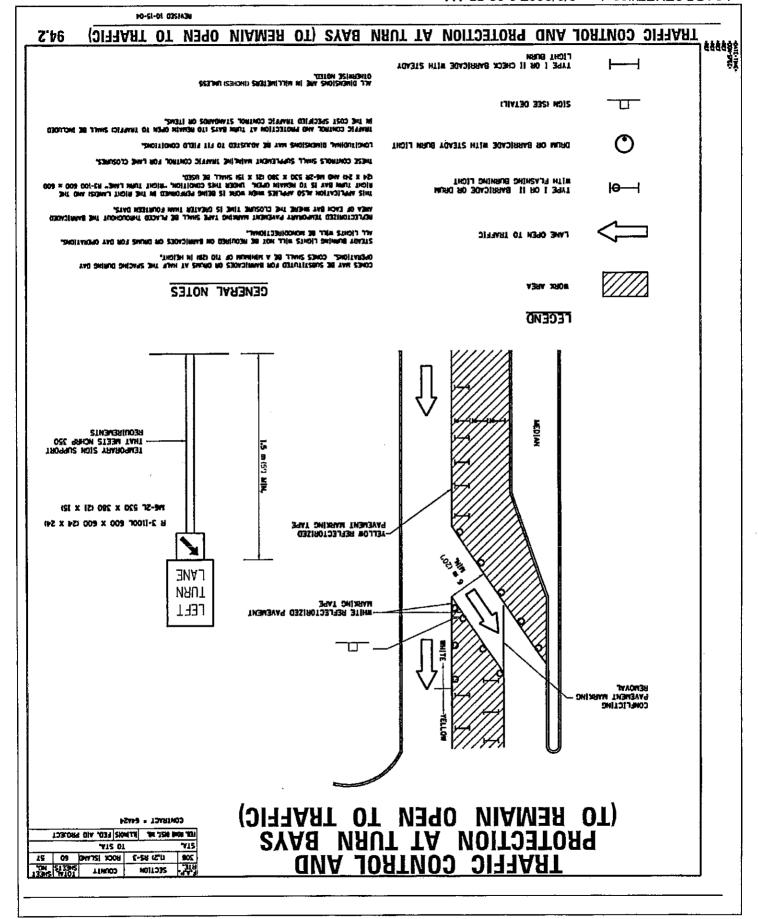
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ROUGH GROOVED SURFACE SIGN

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TRAFFIC CONTROL AND SYMPS RAMPS

CENERAL NOTES

CONES AT 8 m (SENCENTERS FOR 105 m (350"), ADDITIONAL CONES MAY BE PLACED AT 15 m (50") CENTERS, WHEN DRUMS OR BARRICADES ARE USED, THE INTERVAL DEVICES MAY BE DOUBLED.

* WIDTH OF CLOSURE SHOWN ON RAMP PATCHING SCHEDULE OR AS DIRECTED BY ENCINEER.

L= CLOSURE MIDTH-TAPER RATIO IS SPEED LIMITAL PROSTED OR ADVISORY)

EXPENSE, THE ENGINEER SHALL BE THE SOLE JUDGE FOR ANY SHOULDER REPAIRS.

THE RAMP SHALL BE COMPLETELY OPEN TO TRAFFIC BY MICHTFALL.

TRAFFIC CONTROL AND PROTECTION FOR RAMPS SHALL BE INCLUDED IN THE COST OF STANDARD TOINGS OR TOING!

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ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UMLESS

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TRAFFIC CONTROL AND PROTECTION FOR RAMPS

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

CHE	CK S	SHEET#	PAGE NO
1	Χ	Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-07)	
2	Χ	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	Χ	EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4		Specific Equal Employment Opportunity Responsibilities	
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	19
6		Reserved	24
7		National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10	Χ	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	35
13		Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17		Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	45
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	47
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	55
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	60
26		English Substitution of Metric Bolts (Eff. 7-1-96)	
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	
29		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	
30		Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
TRAFFIC CONTROL PLAN	1
SPEED LIMIT REDUCTION	4
COMPACTION OF POLYMERIZED HOT-MIX ASPHALT CONCRETE	4
GEOTECHNICAL REINFORCEMENT	4
DETECTOR LOOP, SPECIAL	7
UTILITY STRUCTURES TO BE ADJUSTED	7
CEMENT (BDE)	8
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	10
DOWEL BARS (BDE)	18
ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)	18
HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)	20
MULTILANE PAVEMENT PATCHING (BDE)	20
PAYMENTS TO SUBCONTRACTORS (BDE)	20
RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)	21
REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)	
REINFORCEMENT BARS (BDE)	28
SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)	30
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	31
THERMOPLASTIC PAVEMENT MARKINGS (BDE)	31
WORKING DAYS (BDE)	32
RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)	33
BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)	
STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)	37

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 308 (IL 92), Project NHF-0308 (030), Section (1,2)RS-3, Rock Island County, Contract #64A24, 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

IL 92 (4th & 5th Ave.) from 24th Street to 38th Street in Rock Island.

DESCRIPTION OF PROJECT

0.9 mile of grinding and resurfacing.

TRAFFIC CONTROL PLAN

Effective January 14, 1999

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

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

Standards:

701006	701101	701301	701311	701400	701401
701411	701426	701501	701601	701606	701701
702001					

Details:

District Standard 91.2 District Standard 94.2 District Standard 95.2

Signs:

No additional bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, or on 4"x4" wood posts **OR 350 approved.**

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multilane roadways.

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

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

Devices:

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

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover.

Vertical barricades shall not be used in weaves, and in the gore areas on Highway Standard 701411.

Flaggers:

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

<u>Uneven Pavement Signs</u>: "UNEVEN LANES" W8-11(O)48 signs shall be installed as directed by the Engineer.

The cost of furnishing, erecting, maintaining, covering and removing the signs shall be included in the cost of TRAFFIC CONTROL AND PROTECTION STANDARD 701601.

<u>Traffic Control and Protection Standard 701411</u> This work shall be done according to Standard 701411 and Section 701 of the Standard Specifications for Road and Bridge Construction and as contained herein.

The ramp traffic of northbound 38th Street to westbound IL 92 and 4th Avenue sideroad merging into westbound IL 92 shall be maintained by using Standard 701411 and District Standard 95.2 or as specified by the Engineer.

The closure of 4th Avenue shall be allowed only while work on the sideroad and/or mainline exiting 4th Avenue forbids the opening of the sideroad. The sideroad shall be opened during the weekends, construction activities shall be scheduled to accommodate this, with the weekends to be from Friday at 4 PM until Monday at 7 AM. Fourth Avenue shall be opened using State Standard 701411, except sign use and spacing shall be adjusted to fit field conditions and as directed by the Engineer.

The ramp of northbound 38th Street to westbound IL 92 shall have one daytime road closure for each separate operation of work. Consisting of milling, patching and bituminous resurfacing for a total of three daytime closures to complete this work. Paid for as part of Traffic Control and Protection 701411 one each for the duration of the project.

This work shall be measured on an each basis. Each location will be measured as one each and will be considered as a separate location for payment, regardless of the number of traffic control setups at the location. All signing, devices and flaggers shall be included in the contract unit price.

This work shall be included in the contract unit price for TRAFFIC CONTROL AND PROTECTION STANDARD 701411.

Traffic Control and Protection Standard 701606 and 701701 and District Standard 94.2 and 95.2

This work shall be done according to Standard 701606 and 701701, District Standard 94.2, 95.2, Section 701 and 704 of the Standard Specifications and as specified herein. Sheet 2 of 2 for Standard 701606 will not be allowed.

There will be no pay items for these standards. They shall be paid for as part of Traffic Control and Protection 701601 and not as an addition to the contract.

<u>Maintenance of Traffic</u>: The traffic shall be maintained using Traffic Control and Protection Standard 701601 and 701701 for mainline.

A flagger shall be required for each separate activity of the Contractor's operation that causes frequent encroachment in a lane open to traffic. Flaggers shall be paid as part of Traffic Control and Protection Standard 701601 and not as an addition to the contract.

The Contractor shall be required to notify the City of Rock Island Public Works Department (309/732-2200), the emergency response agencies (i.e.: fire, ambulance, police), school bus companies and provide the Department of Transportation (Bureau of Project Implementation) with a media notification of the ramp closure(s) a minimum of four business days prior to ramp closure(s) for the northbound 38th Street to westbound IL 92, and sideroad closure of 4th Avenue and 5th Avenue. The media notification shall list the time and date of the closure(s), effective times of the closure(s), and time and date of the opening. This is for local motorists affected by the closure; this media notification shall be reviewed and will be distributed by the District Office.

The sideroads shall be maintained using Traffic Control and Protection Standard 701501 for two-lane sideroads and 701601 for multi-lane sideroads, or as specified by the Engineer. The 5th Avenue sideroad merging into IL 92 westbound shall be closed while work is being performed in the right lane of IL 92, or as directed by the Engineer. No additional cost shall be added for sideroad traffic control.

The following sign assembly shall be installed during the sideroad closure of 5th Avenue merging into westbound IL 92. The assembly shall be placed on 44th Street north of 5th Avenue and shall consist of "Road Closed Ahead" sign [W20-3(O), 48x48] with two orange flags [18x18]. A sign with "5th Avenue at IL 92" consisting of black letters on a fluorescent orange background [48x12]. A right turn arrow sign shall be mounted at the bottom of all of the above signs [M5-1, 21x15]. All costs associated with this sign assembly shall be included in the cost of Traffic Control necessary for the sideroad closure, and no additional compensation will be given.

Placement of final pavement striping shall be completed using Standard 701426.

SPEED LIMIT REDUCTION

The contractor shall replace the existing Speed Limit 40 MPH signs with a regulatory Speed Limit 30 MPH [R2-1 (3036)] signs along IL 92 between 28th Street to 38th Street, approximately 4 signs. In addition, two Speed Limit 30 MPH [R2-1 (3036)] signs shall be installed, one east of 30th Street for eastbound traffic and one west of 31st Street for westbound traffic.

This Speed Limit reduction shall be only during the milling, patching and bituminous resurfacing operations. These signs shall remain up during the weekends. The 40 MPH speed limit shall be re-established upon completion of the bituminous surface course within this 40 MPH speed limit zone. The cost of the furnishing, installing, maintaining and the removal of signing shall be included in the Traffic Control Pay Items for the project.

COMPACTION OF POLYMERIZED HOT-MIX ASPHALT CONCRETE

Effective January 16, 2002

This work shall consist of furnishing a pneumatic tired roller as specified in Article 406, in addition to all other rollers specified in the Standard Specifications. The spray system shall be in good working order. The tires shall be in good condition and be constructed heavy enough to withstand 90 to 110 psi inflation pressures on a continual basis. An approved water based release agent shall be utilized on the tires similar to, but not limited to, Tech Shield that effectively prevents mix adhesion. The dilution rate shall be as per manufacturer's recommendations. The mixture compaction temperature will be the maximum possible without experiencing surface damage to the mix caused by adhesion to the tires. The recommended range is from 200° to 260° Fahrenheit. This work shall be included in the cost of the polymerized Hot-Mix Asphalt concrete of the type and size specified.

GEOTECHNICAL REINFORCEMENT

Revised September 1, 2004

Biaxial Geogrid Flat Installation

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The grid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There

shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the embankment or subgrade as shown on the plans and specifications.

<u>Materials:</u> Each layer of geogrid shall conform to the property requirements listed below. Multilayer geogrid and multiple layers of lesser strength geogrids will not be accepted.

Reinforcement and Interlock

Pro	perty	Test Method	<u>Value</u>
<u>Ter</u>	nsile Modulus:		
•	True Tensile Modulus	ASTMD 6637	17,000 lb./ft. (Min.)
•	True Tensile Strength @ 2% Strain		280 lb./ft. (Min.)
•	True Tensile Strength @5% Strain		580 lb./ft. (Min.)
<u>Ape</u>	ertures:		
•	Aperture Stability	USACE*	2.7 in. – lb./deg. (min.)
•	Open Area	COE Method Modified**	70% (Nom.)

- * Resistance to in-plane rotational movement measured by applying a 20 kg-cm moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter (U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity).
- ** Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November, 1977.

Structural Integrity:

•	Flexural Stiffness	ASTM D-5732-95 ***	0.2 inlb. (Min.)
	Junction Efficiency	GRI GG2-87****	90% (Min.)

- *** Resistance to bending force measured via ASTM D-5732-95, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of machine-and cross-machine-direction Flexural Stiffness values.
- Load transfer capability measured via GRI-GG2-87. Expressed as a percentage of ultimate tensile strength.

Material

Polypropylene ASTM D 1401 98% (Min.)

Group I/Class 1/Grade 2

Carbon Black ASTM 4218 0.5% (Min.)

The supplier should provide a certification that their product meets the above requirements.

The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 75 mm (3 inches) in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the "roll length" parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 600 mm (24 inches).

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket.

Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 600 mm (2 feet) larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

<u>Method of Measurement:</u> Geotechnical Reinforcement will be measured in square meters (square yards) for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately. Each layer of geogrid will be paid for separately.

<u>Basis of Payment:</u> This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per Square Meter (Square Yard) for GEOTECHNICAL REINFORCEMENT.

DETECTOR LOOP, SPECIAL

This item shall consist of replacing detector loops, furnishing, installing, and testing in accordance with Section 886 of the "Standards Specifications for Road Bridge Construction."

This item shall include replacing any conduit stubs damaged during the surface grinding process.

For appropriate layout of Detector Loops the Illinois DOT Bureau of Operations, Scott Kullerstrand 815/284-5468, shall be contacted prior to reinstallation to mark the Detector Loop locations.

This work will be paid for at the Contract Unit Price per Foot for DETECTOR LOOP, SPECIAL, which price shall include furnishing, installing all required components, and testing inductance to assure satisfactory operation.

UTILITY STRUCTURES TO BE ADJUSTED

The contractor shall adjust utility structures (manholes, water valves, etc.) within the roadway according to Section 602 of the Standard Specifications, Section 32 of the Standard Specifications for Water and Sewer Main Construction in Illinois, CRI Standards 201 and 305, and the plan sheets.

After the completion of paving operations, utility structures shall be flush with the new pavement (within \pm 1/8"). Any structures that are found to be 1/8" higher or lower than the surrounding pavement shall be readjusted by the contractor in accordance with this special provision until they are flush with the pavement. All costs associated with the readjustment of casting shall be at the contractor's expense.

Existing pavement shall be saw cut and removed as directed by the Engineer with State Standards 420101 and 420111 as guidance.

Adjustments within rigid pavements shall require Portland cement concrete to be placed to match adjacent pavement thickness and shall be considered included in the cost of the adjustment work. All surface pavements with the curb and gutter, driveway, or sidewalk shall be finished smooth and even, and given a light brush finish while the concrete is still workable.

Adjustments within flexible pavements shall require Class SI concrete to be placed on the top of the binder course in accordance with Article 602 of the Standard Specifications, or as directed by the Engineer, and shall be considered included in the cost of the adjustment work. All bituminous costs associated with adjustments shall be included in the pay item cost for the initial placement of surface course.

The adjustments shall be tied to the adjacent Portland cement concrete pavement with No. 6 tie bars at 2 foot centers. The cost of this work shall be considered included in the cost of the adjustment work.

Payment for utility structures to be adjusted shall be at the contract unit price (each) for the appropriate item requiring adjustment including, but not limited to, the following pay items: MANHOLES TO BE ADJUSTED, MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, MANHOLES TO BE RECONSTRUCTED, VALVE BOXES TO BE ADJUSTED, VALVE BOXES TO BE REPLACED, which price shall be payment in full for all materials and work necessary to complete the work per the above requirements.

CEMENT (BDE)

Effective: January 1, 2007

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 and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. 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 and Class C fly ash according to the chemical requirements of AASHTO M 295.

(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 or I(PM) 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. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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 not be used.

(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 I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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 not be used.

- (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, 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 Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when 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 (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), 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."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on

100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 6.0% 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 DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. 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 firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

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

- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of

the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

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

DOWEL BARS (BDE)

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm)."

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

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

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(I). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(I). In the nineteenth line of the first paragraph change "is" to "in".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

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

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

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

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

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

- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
 - "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
 - "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer.".

Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μ m)" to

"(600 µm)".

Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894"

to "ASTM D 4895".

Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE

REMOVAL – BUTT JOINT".

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

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

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

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

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

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.

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

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

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at

least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

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

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

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

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

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

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

- (a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{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 % ^{1/}	± 0.5 %
G _{mm}	± 0.02 ^{2/}	

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

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

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

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

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

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

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

Max RAP Percentage

HMA MIXTURES 1/, 3/	MAXIMUM % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10
90	10	10	10
105	10	10	10

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if 3/8 RAP is utilized.
- 3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

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

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

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

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

HMA plants utilizing RAP shall be capable of automatically recording and printing the 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. (Requied 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

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.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material					
Observation Entrance Angle Fluorescent					
Angle (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."

REINFORCEMENT BARS (BDE)

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

Revise Article 1006.10(a) of the Standard Specifications to read:

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

[&]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."

CHEMICAL COMPOSITION				
Element 1/	Heat Analysis (% maximum)	Product Analysis (% maximum)		
Carbon	0.30	0.33		
Manganese	1.50	1.56		
Phosphorus	0.035	0.045		
Sulfur	0.045	0.055		
Silicon	0.50	0.55		
Nickel	2/	2/		
Chromium	2/	2/		
Molybdenum	2/	2/		
Copper	2/	2/		
Titanium	2/	2/		
Vanadium	2/	2/		
Columbium	2/	2/		
Aluminum	2/, 3/	2/, 3/		
Tin ^{4/}	0.040	0.044		

- Note 1/. The bars shall not contain any traces of radioactive elements.
- Note 2/. There is no composition limit but the element must be reported.
- Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.
- Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.
- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- d. Spiral Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcment is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

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

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.

- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

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

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

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

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

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

White: Daylight Reflectance75 percent min. *Yellow: Daylight Reflectance45 percent min.

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

Χ	0.490	0.475	0.485	0.530
V	0.470	0.438	0.425	0.456

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 35 working days.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS			
Iowa Interstate Railroad, Ltd. 5900 Sixth Street SW Cedar Rapids, Iowa 52404	0	10 to 15 per day at 20 MPH			
Pat Sheldon, Manager of Public Projects					
RR Mile Post: Approximately 180.6 to 18	31.0 RR Division: Illinoi	s RR Sub-Division: One			
For Freight Information Contact: Dennis For Insurance Information Contact: Sher		Phone: 319-298-5427 Phone: 319-298-5411			

COMMENTS: The IL 92 (Fifth Avenue), in the City of Rock Island, roadway parallels the tracks. Railroad Flaggers required when working within 25 feet of the tracks. Contact Dennis Wilson.

<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

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

Effective: November 2, 2006 Revised: January 2, 2007

<u>Description</u>. For projects with at least 1200 tons (1100 metric tons) of work involving applicable bituminous materials, 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_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

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

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

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

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

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

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

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

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

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

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_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 items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:			_	
Company Name:				
Contractor's Option	<u>ı</u> :			
Is your company opti	ng to include th	is spec	ial provision as part of the	e contract?
Yes		No		
Signatura				Date:

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

Effective: April 2, 2004 Revised: April 1, 2007

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel 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 fill out the form completely, shall make this contract exempt of steel cost adjustments.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = CBP_M - CBP_I$

Where: $CBP_M =$ The average of the Consumer Buying Price indices for Shredded Auto

Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

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

Percent Difference = $\{(CBP_L - CBP_M) \div CBP_L\} \times 100$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Tr.	11 11 14 14 (14/11 14)
Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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 steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.:			_	
Company Name:				
0	_			
Contractor's Option	<u>1</u> :			
Is your company opti	ng to include th	nis spec	cial provision as part of the contract pla	ıns?
Yes		No		
Signature:			Date:	

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
l.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	6
VI.	Record of Materials, Supplies, and Labor	7
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
Χ.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	8
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	Lobbying	9

ATTACHMENTS

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

I. GENERAL

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

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

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of FFO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

Page 1

agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

paid within each classification to deter

evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

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

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable $\,$ wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

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

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

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

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

- 2. Payrolls and Payroll Records:
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

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

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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

NOTICE

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

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

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

The instructions for subscribing are at http://www.dot.il.gov/desenv/subsc.html.

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