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.

Proposal Submitted By

Name

Address

City

Letting June 16, 2006

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. 76990 RANDOLPH County Section 10-RS District 8 Construction Funds Route FAS 1857

PLEASE MARK THE APPROPRIATE BOX BELOW:

A <u>Bid Bond</u> is included.

A Cashier's Check or a Certified Check is included.

Plans Included Herein

Prepared by	
	S
Chaoliad by	

Checked by Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond 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</u> Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory)

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

Contract No. 76990 RANDOLPH County Section 10-RS Route FAS 1857 District 8 Construction Funds

Cape seal resurfacing along 3.9 miles of Bluff Road from Market Street in Prairie DuRocher to Modoc Road.

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.

BD 353A (Rev. 12/2005)

- 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:

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

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

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

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

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

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

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

Item _____

Section No.

County _____

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	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 76990 NUMBER -

C-98-017-06 State Job # -PPS NBR -8-00161-0000 County Name -RANDOLPH--Code -157 - -District -8 - -Section Number -10-RS

Project Number

Route

FAS 1857

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	Ш	Total Price
X0324951	CAPE SEAL	SQ YD	48,889.000				
45100200	CRACK FILLING	POUND	100.000				
48101200	AGGREGATE SHLDS B	TON	520.000				
67100100	MOBILIZATION	L SUM	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70300100	SHORT-TERM PAVT MKING	FOOT	4,138.000				
70300220	TEMP PVT MK LINE 4	FOOT	64,093.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	684.000				
78001110	PAINT PVT MK LINE 4	FOOT	64,093.000				

Page 1 5/24/2006 CONTRACT NUMBER

76990

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. No corporation shall be barred from contracting with any unit 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.

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may 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 information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> 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
- 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____
- 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 per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the <u>NOT</u> <u>APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

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

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

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

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Yes <u>No</u>

Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Addro	ess	Fax Number (if available)
(30 ILCS 500). Vendors and potential conflict of in the publicly available con- ended contracts. A pu	desiring to enter into a contract interest information as specified intract file. This Form A must blicly traded company may	t with the State of Illin d in this Disclosure Fo be completed for bio submit a 10K disc	ion 50-35 of the Illinois Procurement Code nois must disclose the financial informatior orm. This information shall become part o ds in excess of \$10,000, and for all open- closure (or equivalent if applicable) in
satisfaction of the requ	irements set forth in Form A DISCLOSURE OF	FINANCIAL INFOR	
terms of ownership or d \$90,420.00 (60% of the separate Disclosure F	listributive income share in exc Governor's salary as of 7/1/01 orm A for each individual me	ess of 5%, or an inter). (Make copies of t	an interest in the BIDDER (or its parent) in rest which has a value of more than his form as necessary and attach a ments)
FOR INDIVIDUAL (typ	pe or print information)		
NAME:			
ADDRESS			
Type of ownersh	ip/distributable income share:		
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of ow	nership/distributable income shar	e:	

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ____No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ____No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes ____No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____No ___

RETURN WITH BID/OFFER

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	
 Title of Authorized Representative (type or print)	
 Signature of Authorized Representative	

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. 76990 RANDOLPH County Section 10-RS Route FAS 1857 District 8 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights #___

_____ Duration of Project: ___

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract											CURRENT EMPLOYEES						
														TO BE	ASS	SIGNED	
	r			MINORITY EMPLOYEES					TRAINEES			TO CONTRACT					
JOB		TAL					*OTHER		APP			HE JOB		DTAL			DRITY
CATEGORIES		OYEES		ACK	HISP	-		NOR.	TIC	-		INEES	EMPLOYEES				DYEES
	М	F	Μ	F	М	F	Μ	F	Μ	F	М	F	М	F		M	F
OFFICIALS																	
(MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT																-	
OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS,															1		
PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES	-	TAL DYEES	BI A	ACK	ніср	ANIC		HER NOR.
TRAINING	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

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

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

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

Contract No. 76990 **RANDOLPH County** Section 10-RS Route FAS 1857 **District 8 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Address

NOTICE REGARDING SIGNATURE

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

Signature: ___

_____ Title: _____ Date: _____

Telephone Number _____

All tables must include subcontractor personnel in addition to prime contractor personnel. Instructions:

- 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.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B 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)

Contract No. 76990 RANDOLPH County Section 10-RS Route FAS 1857 District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	Attest	
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE		Signature
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Ву	Signature of Authorized Representative
		с
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	ditional 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

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

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

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

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

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

PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
(Signature & Title)	(Signature of Attorney-in-Fact)
STATE OF ILLINOIS, COUNTY OF	Notary Certification for Principal and Surety
I,	, a Notary Public in and for said County, do hereby certify that
	and
(Insert names	s of individuals signing on behalf of PRINCIPAL & SURETY)
	same persons whose names are subscribed to the foregoing instrument on behalf of this day in person and acknowledged respectively, that they signed and delivered said uses and purposes therein set forth.
Given under my hand and notarial seal this	day of, A.D
My commission expires	

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

Electronic Bid Bond ID#

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

lame:	
ddress:	
hone 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. 76990 RANDOLPH County Section 10-RS Route FAS 1857 District 8 Construction Funds





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 16, 2006. 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. 76990 RANDOLPH County Section 10-RS Route FAS 1857 District 8 Construction Funds

Cape seal resurfacing along 3.9 miles of Bluff Road from Market Street in Prairie DuRocher to Modoc Road.

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

By Order of the Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

SUPPLEMENTAL SPECIFICATIONS

285 Concrete Revetment Mats 1 311 Granular Subbase 1 440 Removal of Existing Pavement and Appurtenances 1 441 Aggregate Base Course 1 442 Pavement Patching 1 443 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 441 Aggregate Shoulders 1 501 Reinoval of Existing Structures 2 503 Concrete Structures 2 504 Bars 2 505 Steel Structures 2 506 Clearning and Painting Metal Structures 2 507 Borocrete Structures 2 508 Reinforcement Bars 2 509 Elastic Joint Sealer 2 600 Catch Basin, Manhole, Iniet, Drainage Structures and Valve Vault 2 602 Catch Basin, Manhole, Iniet, Drainage and Utility Structures 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 604 Motager and Structures 3 605 Wowen Wire Fence 3	Std. Spe	ec. Sec.	Page No.
205 Embankment 281 Mulch 282 Filter Fabric for Use With Riprap 283 Concrete Revenment Mats 11 Granular Subbase 284 Filter Fabric for Use With Riprap 285 Concrete Revenment Nats 286 Concrete Revenment Nats 287 Removal and Replacement and Appurtenances 288 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 289 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 280 Concrete Structures 280 Concrete Structures 280 Concrete Structures 280 Concrete Structures 280 Catch Basin Manhole, Inlet, Drainage Structures and Valve Vault 281 Catch Basin Manhole, Inlet, Drainage Structures and Valve Vault 283 Catch Basin Manhole, Inlet, Drainage and Utility Structures 284 Box Culverts Catch Basin Manhole, Inlet, Drainage and Utility Structures 286 Precase Aggregate Catch Basin Manhole, Inlet, Drainage and Utility Structures Catch Basin Manhole, Inlet, Drainage and Utility Structures 286 Work Zone Traffic Control Devices Catc	101	Definition of Terms	1
251 Mulch 281 Riprap 282 Filter Fabric for Use With Riprap 286 Concrete Revelment Mats 11 Granular Subbase 313 Aggregate Base Course 140 Removal of Existing Pavement and Appurtenances 141 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 142 Pavement Patching 143 Aggregate Shoulders 144 Aggregate Shoulders 145 Aggregate Shoulders 146 Aggregate Shoulders 147 Removal of Existing Structures 148 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 149 Removal and Structures 2505 Steel Structures 2506 Clearing and Painting Metal Structures 2507 Steel Structures 2518 Elastic Joint Sealer 252 Piling 253 Elastic Joint Sealer 2540 Box Culverts 2541 Box Gulyustment and Reconstruction 2542 Stone Culverts 2543 Box Culverts <td>105</td> <td>Control of Work</td> <td> 2</td>	105	Control of Work	2
281 Filter Fabric for Use With Riprap 285 Filter Fabric for Use With Riprap 285 Concrete Revetment Mats. 311 Granular Subbase 314 Removal of Existing Pavement and Appurtenances 440 Revement Patching 411 Aggregate Soulders 412 Pavement Patching 413 Aggregate Shoulders 514 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 414 Removal of Existing Structures 520 Concrete Structures 531 Generate Structures 532 Steel Structures 533 Beinforcement Bars 549 Elastic Joint Sealer 530 Concrete Structures 531 Preing 532 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 533 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 534 Guisting Frames and Grates Of Drainage and Utility Structures 534 Stoulder Inlets with Curb 545 Work Pence 546 Work Vine Fence 557 Mobilization	205	Embankment	3
282 Filter Fabric for Use With Riprap. 285 Concrete Reventment Mats. 1 311 Granular Subbase. 1 324 Removal of Existing Pavement and Appurtenances. 1 442 Pavement Patching 1 443 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 444 Removal of Existing Structures 2 503 Concrete Structures 2 504 Cleaning and Painting Metal Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures and Valve Vault 2 507 Steel Structures 2 508 Reinforcement Bars 2 519 Elastic Joint Sealer 2 520 Steel Lowint Sealer 2 531 Steel Construction, Adjustment and Reconstruction 2 542 Box Culverts 2 543 Box Regregates 2 544 Box Culvert Sealer 2 555 Steel Control Elastomage and Utility Structures 2 565 Work Ore Fen	251	Mulch	. 4
282 Filter Fabric for Use With Riprap. 285 Concrete Reventment Mats. 1 311 Granular Subbase. 1 324 Removal of Existing Pavement and Appurtenances. 1 442 Pavement Patching 1 443 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 444 Removal of Existing Structures 2 503 Concrete Structures 2 504 Cleaning and Painting Metal Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures and Valve Vault 2 507 Steel Structures 2 508 Reinforcement Bars 2 519 Elastic Joint Sealer 2 520 Steel Lowint Sealer 2 531 Steel Construction, Adjustment and Reconstruction 2 542 Box Culverts 2 543 Box Regregates 2 544 Box Culvert Sealer 2 555 Steel Control Elastomage and Utility Structures 2 565 Work Ore Fen	281	Riprap	. 5
285 Concrete Revetment Mats 1 311 Granular Subbase 1 440 Removal of Existing Pavement and Appurtenances 1 441 Aggregate Base Course 1 442 Pavement Patching 1 443 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 441 Aggregate Shoulders 1 503 Concrete Structures 2 504 Clearning and Painting Metal Structures 2 505 Steel Structures 2 506 Clearning and Painting Metal Structures 2 507 Box Culverts 2 508 Reinforcement Bars 2 509 Clasting Farames and Grates of Drainage Structures and Valve Vault 2 509 Construction, Adjustment and Reconstruction 3 501 Shoulder Inlets with Curb 3 502 Catch Basin, Manhole, Inlet, Drainage and Utility Structures 3 503 Mobilization 3 3 504 Box Vane Trafic Control Devices 3 3 505 Stone, Concrete Bloc	282		
311 Granular Subbase 1 351 Aggregate Base Course 1 440 Removal of Existing Pavement and Appurtenances 1 441 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 442 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 443 Removal of Existing Structures 2 503 Sole Structures 2 504 Chaoning and Painting Metal Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Piling 2 508 Elastic Joint Sealer 2 509 Elastic Joint Sealer 2 501 Box Culverts 2 502 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 503 Shoulder Inlets with Curb 3 504 Mobilization 3 505 Work Wire Fence 3 506 Work Wire Fence 3 507 Work Zone Traffic Control Devices 3 508			
351 Aggregate Base Course 1 440 Removal of Existing Pavement and Appurtenances 1 441 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 441 Aggregate Shoulders 1 501 Removal of Existing Structures 2 503 Concrete Structures 2 504 Elasting and Painting Metal Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Bit Structures 2 508 Reinforcement Bars 2 512 Piling 2 524 Box Culverts 2 535 Elastic Joint Sealer 2 636 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 3 Construction, Adjustment and Reconstruction 3 3 630 Adjusting Frames and Grates of Drainage and Utility Structures 3 640 Woren Wire Fence 3 3 671 Mobilization 3 3 702 Work Zone Trafitic Control Devices			
440 Removal of Existing Pavement and Appurtenances 1 441 Pavement Patching 1 442 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 481 Aggregate Shoulders 1 481 Aggregate Shoulders 2 503 Concrete Structures 2 504 Cleaning and Painting Metal Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Biotific Structures 2 508 Reinforcement Bars 2 509 Bastic Joint Sealer 2 502 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 Construction, Adjustment and Reconstruction 3 3 601 Shoulder Inlets with Curb 3 603 Nadjusting Frames and Grates of Drainage and Unility Structures 3 610 Shoulder Inlets with Curb 3 620 Work Zone Traffic Control Devices 3 631 Mobilization 3 702 Work Zone Traffic Control Devices			
442 Pavement Patching 1 449 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 441 Aggregate Shoulders 2 501 Removal of Existing Structures 2 503 Concrete Structures 2 504 Elasting Anticures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Bindrocement Bars 2 518 Piling 2 520 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 503 Stoulder Inlets with Curb 2 504 Box Culverts 2 505 Wore Wire Fence 2 606 Removal and Disposal of Regulated Substances 2 610 Shoulder Inlets with Curb 2 611 Mobilization 2 702 Work Zone Traffic Control Devices 2 503 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 4			
449 Removal and Replacement of Preformed Elastomeric Compression Joint Seal 1 481 Aggregate Shoulders 1 501 Removal of Existing Structures 2 503 Concrete Structures 2 504 Reinforcement Bars 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Bior Culverts 2 518 Bior Culverts 2 520 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 Construction, Adjustment and Reconstruction 3 3 603 Shoulder Inlets with Curb 3 610 Shoulder Inlets with Curb 3 621 Work Vire Fence 3 632 Work Zone Traffic Control Devices 3 703 Fine Aggregates 3 704 Coarse Aggregate 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 704 Metals 4 4 705 Stone, Concrete Admixtures 5 <td></td> <td></td> <td></td>			
481 Aggregate Shoulders 1 501 Removal of Existing Structures 2 503 Concrete Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 508 Reinforcement Bars 2 519 Piling 2 520 Cleaning and Painting Metal Structures 2 531 Piling 2 542 Piling 2 543 Box Culverts 2 544 Box Culverts 2 545 Bain, Manhole, Intel, Drainage Structures and Valve Vault 2 546 Construction, Adjustment and Reconstruction 3 650 Kowen Wire Fence 3 661 Removal and Disposal of Regulated Substances 3 702 Work Zone Traffic Control Devices 3 703 Fine Aggregates 3 704 Coarse Aggregate 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Metals 4			
501 Removal of Existing Structures 2 503 Concrete Structures 2 504 Cleaning and Painting Metal Structures 2 506 Cleaning and Painting Metal Structures 2 507 Box Culverts 2 508 Reinforcement Bars 2 512 Piling 2 520 Etastic Joint Sealer 2 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 650 Worw Wire Fence 3 661 Mobilization 3 702 Work Zone Traffic Control Devices 3 703 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 704 Hals 4 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Pretals 4 707 Timber and Preservative Treatment 4 708 Pretast Rei			
503 Concrete Structures 2 505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 508 Reinforcement Bars 2 512 Piling 2 520 Box Culverts 2 520 Box Culverts 2 520 Catch Basin, Mahole, Inlet, Drainage Structures and Valve Vault 3 601 Shoulder Inlets with Curb 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 604 Stein Wire Fence 3 605 Woven Wire Fence 3 6069 Removal and Disposal of Regulated Substances 3 702 Work Zone Traffic Control Devices 3 703 Fine Aggregate 3 704 Coarse Aggregate 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Metals 4 707 Timber and Preservative Treatment 4 708 Fortrate Admixtures 5 709 Portlan			
505 Steel Structures 2 506 Cleaning and Painting Metal Structures 2 507 Piling 2 518 Reinforcement Bars 2 519 Elastic Joint Sealer 2 520 Reinforcement Bars 2 531 Elastic Joint Sealer 2 532 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 3 533 Adjusting Frames and Grates of Drainage and Utility Structures 3 540 Box Culverts 3 550 Removal and Disposal of Regulated Substances 3 561 Mobilization 3 562 Work Zone Traffic Control Devices 3 563 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, 3 564 Metals 4 567 Timber and Preservative Treatment 4 568 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, 5 569 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, 4 560 Portland Cement Concrete 5 5020 Portland Cement Concre		5	
506 Cleaning and Painting Metal Structures 2 508 Reinforcement Bars 2 512 Piling 2 540 Box Culverts 2 589 Elastic Joint Sealer 2 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 Construction, Adjustment and Reconstruction 3 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 658 Woven Wire Fence 3 669 Removal and Disposal of Regulated Substances 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 703 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1021 Portland Cement Concrete 5 1022 Concrete Admixtures 5 1023 Fine Agregates 5 1024 Nonshrink Grout 5 <t< td=""><td></td><td></td><td></td></t<>			
508 Reinforcement Bars 2 512 Piling 2 540 Box Culverts 2 589 Elastic Joint Sealer 2 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 2 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 604 Wore Wire Fence 3 605 Work Zone Traffic Control Devices 3 702 Work Zone Traffic Control Devices 3 703 Fine Aggregates 3 704 Coarse Aggregate 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Metals 4 707 Timber and Preservative Treatment 4 708 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 5 7024 Vorated Lime 5 7035 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 5 7046 Precast Reinforced Concrete Manhole Sections and Adjusting Rings			
512 Piling 2 540 Box Culverts 2 589 Elastic Joint Sealer 2 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 665 Woven Wire Fence 3 669 Removal and Disposal of Regulated Substances 3 702 Work Zone Traffic Control Devices 3 703 Kolization 3 704 Carse Aggregate 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Metals 4 707 Timber and Preservative Treatment 4 708 Portland Cement Concrete 5 709 Portland Cement Concrete Manhole Sections and Adjusting Rings 6 708 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 709 Porteast Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 708 Precast Reinforced Concrete Manhole Sections and Adjusti			
540 Box Čulverts 2 559 Elastic Joint Sealer 3 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 665 Woven Wire Fence 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 703 Fine Aggregates 3 7040 Carse Aggregates 3 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Morashrink Grout 4 707 Timber and Preservative Treatment 4 708 Practar Admixtures 5 709 Concrete Admixtures 5 7010 Concrete Admixtures 5 702 Portand Cement Concrete 5 703 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 5 708 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 709 Pole and Tower			
589 Elastic Joint Sealer 53 602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault 53 603 Adjusting Frames and Grates of Drainage and Utility Structures 53 610 Shoulder Inlets with Curb 53 665 Woven Wire Fence 53 669 Removal and Disposal of Regulated Substances 53 671 Mobilization 53 702 Work Zone Traffic Control Devices 53 1004 Coarse Aggregate 53 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 54 1006 Metals 44 1007 Timber and Preservative Treatment 54 1021 Portland Cement Concrete 55 1022 Concrete Admixtures 55 1023 Concrete Curing Materials 55 1024 Derast Reginforced Concrete 55 1025 Concrete Admixtures 55 1026 Portland Cement Concrete 55 1027 Concrete Admixtures 55 1028 Reinforced Concrete Manhole Sect	-	•	
602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault Construction, Adjustment and Reconstruction 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 668 Removal and Disposal of Regulated Substances 3 669 Removal and Disposal of Regulated Substances 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 1003 Fine Aggregate 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Line 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Admixtures 5 1023 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1041 Brick 6 1052 Preformed Flexible Gaskets and Mastic Joint Sealer			
Construction, Adjustment and Reconstruction 3 603 Adjusting Frames and Grates of Drainage and Utility Structures 3 610 Shoulder Inlets with Curb 3 665 Woven Wire Fence 3 666 Removal and Disposal of Regulated Substances 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 1003 Fine Aggregates 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1007 Timber and Preservative Treatment 4 1007 Timber and Preservative Treatment 4 1012 Portland Cement Concrete 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Admixtures 5 1023 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 5 1024 Nonshrink Grout 6 1035 Elastic Joint Sealers 6 1043 Precast Reinforced Concrete Manhole Sec			30
603 Adjusting Frames and Grates of Drainage and Utility Structures 5 610 Shoulder Inlets with Curb 5 665 Woven Wire Fence 5 669 Removal and Disposal of Regulated Substances 5 671 Mobilization 5 702 Work Zone Traffic Control Devices 5 703 Fine Aggregates 5 704 Coarse Aggregate 5 705 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 706 Metals 4 707 Timber and Preservative Treatment 4 708 Fabric Materials 5 7020 Portland Cement Concrete 5 7021 Concrete Admixtures 5 7022 Concrete Curing Materials 5 7024 Nonshrink Grout 6 7043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 7044 Brick 6 7056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 7056 Pole and Tower 6<	602		
610 Shoulder Inlets with Curb 5 665 Woven Wire Fence 5 669 Removal and Disposal of Regulated Substances 5 671 Mobilization 5 702 Work Zone Traffic Control Devices 5 1003 Fine Aggregates 5 1004 Coarse Aggregate 5 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Admixtures 5 1024 Nonshrink Grout 6 1025 Brick 6 1044 Brick 6 1054 Brick 6 1064 Brick 6 1075 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1065 Precorat Reinforced Concrete Manhole Sections and Adjusting Rings 6 <td></td> <td></td> <td></td>			
665 Woven Wire Fence 3 665 Removal and Disposal of Regulated Substances 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 1003 Fine Aggregates 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1023 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1054 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1055 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 <	603		
669 Removal and Disposal of Regulated Substances 3 671 Mobilization 3 702 Work Zone Traffic Control Devices 3 1003 Fine Aggregates 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1023 Concrete Concrete Manhole Sections and Adjusting Rings 5 1041 Brick 6 1042 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1044 Brick 6 1055 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1059 Elastic Joint Sealers 6	610	Shoulder Inlets with Curb	33
671 Mobilization 3 702 Work Zone Traffic Control Devices 3 1003 Fine Aggregates 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 4 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Admixtures 5 1023 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1060 Waterproofing Materials 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1060	665	Woven Wire Fence	34
702 Work Zone Traffic Control Devices 3 1003 Fine Aggregates 3 1004 Coarse Aggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Admixtures 5 1023 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1053 Elastic Joint Sealers 6 1054 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1054 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1054 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1055 Pteformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe<	669	Removal and Disposal of Regulated Substances	35
1003 Fine Aggregates 33 1004 Coarse Aggregate 33 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, 34 1006 Metals 44 1007 Timber and Preservative Treatment 44 1012 Hydrated Lime 55 1020 Portland Cement Concrete 55 1021 Concrete Admixtures 55 1022 Concrete Admixtures 55 1024 Nonshrink Grout 55 1024 Nonshrink Grout 56 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 56 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 66 1059 Elastic Joint Sealers 66 1060 Waterproofing Materials 66 1060 Waterproofing Materials 67 1077 Post and Tower 67 1070 Foundation and Breakaway Devices 77 1077 Post and Foundation 77 1080 Fabric Materials 77 1081 Materials For Plan	671		
1004 Coarse Åggregate 3 1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1023 Porcast Reinforced Concrete Manhole Sections and Adjusting Rings 5 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	702	Work Zone Traffic Control Devices	37
1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1050 Blastic Joint Sealers 6 1060 Waterproofing Materials 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1003	Fine Aggregates	38
Sediment Control and Rockfill 4 1006 Metals 4 1007 Timber and Preservative Treatment 4 1012 Hydrated Lime 5 1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1004	Coarse Aggregate	39
1006Metals41007Timber and Preservative Treatment41012Hydrated Lime51020Portland Cement Concrete51021Concrete Admixtures51022Concrete Curing Materials51024Nonshrink Grout61041Brick61043Precast Reinforced Concrete Manhole Sections and Adjusting Rings61056Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe61059Elastic Joint Sealers61060Waterproofing Materials61070Foundation and Breakaway Devices71077Post and Foundation71080Fabric Materials71081Materials For Planting7	1005		
1007Timber and Preservative Treatment41012Hydrated Lime51020Portland Cement Concrete51021Concrete Admixtures51022Concrete Curing Materials51024Nonshrink Grout61041Brick61043Precast Reinforced Concrete Manhole Sections and Adjusting Rings61056Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe61059Elastic Joint Sealers61060Waterproofing Materials61070Foundation and Breakaway Devices71077Post and Foundation71080Fabric Materials71081Materials For Planting7			
1012Hydrated Lime51020Portland Cement Concrete51021Concrete Admixtures51022Concrete Curing Materials51024Nonshrink Grout61041Brick61043Precast Reinforced Concrete Manhole Sections and Adjusting Rings61056Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe61059Elastic Joint Sealers61060Waterproofing Materials61070Foundation and Breakaway Devices71077Post and Foundation71080Fabric Materials71081Materials For Planting7	1006		
1020 Portland Cement Concrete 5 1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1046 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7			
1021 Concrete Admixtures 5 1022 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1046 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7			
1022 Concrete Curing Materials 5 1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1020		
1024 Nonshrink Grout 6 1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1021	Concrete Admixtures	58
1041 Brick 6 1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings 6 1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1022	Concrete Curing Materials	59
1043Precast Reinforced Concrete Manhole Sections and Adjusting Rings61056Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe61059Elastic Joint Sealers61060Waterproofing Materials61069Pole and Tower61070Foundation and Breakaway Devices71077Post and Foundation71080Fabric Materials71081Materials For Planting7	1024	Nonshrink Grout	61
1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe 6 1059 Elastic Joint Sealers 6 1060 Waterproofing Materials 6 1069 Pole and Tower 6 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1041	Brick	63
1059 Elastic Joint Sealers 66 1060 Waterproofing Materials 66 1069 Pole and Tower 66 1070 Foundation and Breakaway Devices 77 1077 Post and Foundation 77 1080 Fabric Materials 77 1081 Materials For Planting 77	1043	Precast Reinforced Concrete Manhole Sections and Adjusting Rings	. 64
1060 Waterproofing Materials 66 1069 Pole and Tower 66 1070 Foundation and Breakaway Devices 77 1077 Post and Foundation 77 1080 Fabric Materials 77 1081 Materials For Planting 77	1056	Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe	. 66
1060 Waterproofing Materials 66 1069 Pole and Tower 66 1070 Foundation and Breakaway Devices 77 1077 Post and Foundation 77 1080 Fabric Materials 77 1081 Materials For Planting 77	1059	Elastic Joint Sealers	. 67
1069 Pole and Tower 66 1070 Foundation and Breakaway Devices 7 1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1060	Waterproofing Materials	68
1077 Post and Foundation 7 1080 Fabric Materials 7 1081 Materials For Planting 7	1069		
1080 Fabric Materials	1070	Foundation and Breakaway Devices	70
1081 Materials For Planting	1077	Post and Foundation	72
1081 Materials For Planting	1080	Fabric Materials	73
	1081		
	1083		
1094 Overhead Sign Structures	1094	•	
1103 Portland Cement Concrete Equipment	1103	Portland Cement Concrete Equipment	79

RECURRING SPECIAL PROVISIONS

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

СНЕ	СК	<u>SHEET #</u>	AGE NO.
1		State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83)	80
2		Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
		EEO (Eff. 7-21-78) (Rev. 11-18-80)	83
4	Х	Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts	
		(Eff. 3-20-69) (Rev. 1-1-94)	
5	Х	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93)	
6		Reserved	105
7	Х	Asphalt Quantities and Cost Reviews (Eff. 7-1-88)	106
8		National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	107
9		Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads	
		(Eff. 1-2-92) (Rev. 1-1-98)	
10		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-02)	
11		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02)	112
12		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97)	
13		Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97)	
14		Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97)	
15	Х		
16		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)	148
17		Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)	
18		Resurfacing of Milled Surfaces (Eff. 10-1-95)	154
19		PCC Partial Depth Bituminous Patching (Eff. 1-1-98)	
20		Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99)	
21		Reserved	
22		Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03)	160
23		Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	
24		Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 3-1-05)	
25		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)	
26		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
27		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	
28		Reserved	
29		Reserved	
30		Reserved	
31		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
32		Reserved	
33		English Substitution of Metric Bolts (Eff. 7-1-96)	
34	v	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	183
35	Х		
36		Corrosion Inhibitor (Eff. 3-1-80) (Rev. 7-1-99)	
37 38		Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04) Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	
		Quality Control of Concrete Mixtures at the Plant-Double A (Ell. 8-1-00) (Rev. 1-1-04)	
39 40		Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03)	202
		Reserved	
41 42	v		
42 43	^	Reserved	
40		1.2021.020	220

FAS Route 1857 (Bluff Road) Section 10-RS Randolph County Contract No. 76990

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM	1
TRAFFIC CONTROL PLAN	4
CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS	4
STATUS OF UTILITIES TO BE ADJUSTED	
CAPE SEAL (BMPR)	6
TEMPORARY FLEXIBLE RAISED PAVEMENT MARKER	20
AGGREGATE SHIPPING TICKETS (BDE)	20
BITUMINOUS EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)	21
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	
FLAGGER VESTS (BDE)	
PARTIAL PAYMENTS (BDE)	
PAYMENTS TO SUBCONTRACTORS (BDE)	
PAYROLLS AND PAYROLL RECORDS (BDE)	
PERSONAL PROTECTIVE EQUIPMENT (BDE)	
POLYMER MODIFIED EMULSIFIED ASPHALT (BDE)	
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)	
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)	35
TRUCK BED RELEASE AGENT (BDE)	35
WEIGHT CONTROL DEFICIENCY DEDUCTION	
WORK ZONE TRAFFIC CONTROL DEVICES (BDE)	
WORKING DAYS (BDE)	

FAS Route 1857 (Bluff Road) Section 10-RS Randolph County Contract No. 76990

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, 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 FAS Route 1857 (Bluff Road); Section 10-RS; Randolph County; Contract No. 76990 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located along FAS Route 1857 (Bluff Road) from Market Street in Prairie DuRocher to TR 18 (Roscow Hollow Road).

DESCRIPTION OF PROJECT

This is a Cape Seal (BMPR) resurfacing project and consists of an A-1 Surface Treatment; Micro-Surface; Aggregate Shoulders; Paint Pavement Marking and all collateral work to complete the project.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995

Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The <u>prime contractor and each first and second tier sub-contractor</u>, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.
 - II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- 1. Gender: M Male F Female
- 2. Ethnic Group: 1 White 2 Black 3 Hispanic
 4 American Indian/Alaskan Native 5 Asian/Pacific Islander
- Work Classification: OF Official SU Supervisor FO Foremen CL - Clerical CA - Carpenter EO - Operator ME - Mechanic TD - Truck Driver IW - Ironworker PA - Painter OT - Other EL - Electrician PP - Pipefitter TE - Technical LA - Laborer CM - Cement Mason
- 4.Employee Status:
C CompanyO Owner Operator
A ApprenticeJ Journeyman
T Trainee

Order	Field Name	Туре	Size
1	Contractor Number	Α	4
2	Contractor Reference Number	Α	6
3	Contract Number	Α	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	Α	11
6	Name	Α	40
7	Gender	Α	1
8	Ethnic Group	Α	1
9	Work Classification	Α	1
10	Employee Status	Α	1
11	Total Hours (0000060.00)	Ν	10

Specific "Fixed Length Comma Delimited ASCII File Format"

File Name Conventions: (Contractor Number + Report Month/Year).Txt i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractor's contract status each month on the Monthly Activity Report, Form SBE 248:

A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred. This Special Provision must be included in each subcontract agreement.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993

Revised: May 12, 1997

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

- Contractor shall post the roadway with "LOOSE GRAVEL" and "SPEED LIMIT 35" signs in accordance with the applicable articles of Section 700 of the Standard Specifications.
- These signs shall be placed at the start of the work, near intersecting roadways and then at an average spacing of 0.8 km (0.5 mi).
- The signs may be removed as soon as the sweeping operation has been completed.
- The Contractor shall post and maintain the roadway with "NO PASSING ZONES NOT STRIPED NEXT MILES" signs until markings have been restored in accordance with Article 701.05(c).
- This work should be included in the contract traffic control pay items.

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:

701301 701306 701311 702001

In addition, the following Special Provision(s) will also govern traffic control for this project:

Construction and Maintenance Sign Supports Flagger Vests Traffic Control Deficiency Deduction Work Zone Traffic Control Devices

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981

Revised: October 15. 1996

This work shall be done in accordance with Article 1084.04 of the Standard Specifications and Highway Standard 702001 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 1 square meter (10 square feet) or more shall be mounted on two 100 mm x 100 mm (4 in x 4 in) or two 100 mm x 150 mm (4 in x 6 in) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be measured and paid for but shall be considered incidental to the contract.

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF TYPE UTILITY	LOCATION	ESTIMATED DATE RELOCATION COMPLETED
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NO UTILITIES TO BE ADJUSTED

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

CAPE SEAL (BMPR)

Effective: June 24, 2004 Revised: May 1, 2005

<u>Description.</u> This work shall consist of placing a single surface treatment (A-1) followed by a latex modified asphalt pavement course to provide a wearing course for existing bituminous pavements.

Materials. Materials shall conform to the following Articles of Section 1000 – Materials.

- (a) A-1 Surface Treatment. The materials for the A-1 surface treatment shall be according to the following.
 - (1) Seal Coat Aggregate. Aggregate used for this purpose shall be limestone, dolomite, wet bottom boiler slag, sandstone, crushed gravel, steel slag, or air-cooled blast furnace (ACBF) slag. When used as a surface course, the aggregate shall conform to the friction requirements of the Department's "Wet-Pavement Crash Reduction Program". The aggregate shall be either coarse or fine aggregate according to the following.
 - a. Coarse Aggregate. The coarse aggregate shall meet the Class C Quality requirements from Article 1004.01(b), and shall have no more than 25 percent chert by mass (weight). The gradation shall be specified on the plans as either CA 15 or CA 16 conforming to Article 1004.01(c).
 - b. Fine Aggregate. The fine aggregate shall be Class C Quality aggregate other than limestone and dolomite meeting the requirements of Section 1003. The gradation shall be specified on the plans as either FA 1 (Special) or FA 4 (Special) as shown in Table 1.

SIEVE SIZE	FA 1 (SPECIAL)	FA 4 (SPECIAL)		
	% PASSING	% PASSING		
9.5 mm (3/8)	100	100		
4.75 mm (# 4)	80 - 100			
2.36 mm (# 8)	45 - 80			
1.18 mm (# 16)	25 - 40	0 - 4		
425 um (# 40)	0 – 15			
75 um (#200)	0 – 2.5	0 – 2.5		

(2) Bituminous Materials. The bituminous material shall be a polymer modified emulsified asphalt, CRSP or HFP.

- (b) Micro-Surfacing. The materials for the micro-surfacing shall be according to the following.
 - (1) Water. The water shall conform to the requirements of Section 1002.
 - (2) Fine Aggregate. The fine aggregate shall conform to the requirements of Article 1003.01, except the following.

The aggregate shall be 100 percent crushed material and shall be crushed limestone, crushed dolomite, crushed sandstone, crushed air-cooled blast furnace slag, or crushed gravel, Class B quality meeting the gradation limits in the Table below. When used as a surface course, the aggregate shall conform to the friction requirements of the Department's "Wet-Pavement Crash Reduction Program".

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

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING*	STOCKPILE TOLERANCE
9.5 mm (3/8 in.)	100	100	
4.75 mm (#4)	94 – 100	70 – 90	± 5%
2.36 mm (#8)	60 – 100	45 – 70	± 5%
1.18 mm (#16)	39 – 75	28 – 50	± 5%
600 µm (#30)		19 – 34	± 5%
330 µm (#50)	20 – 40	12 – 25	± 4%
150 µm (#100)	10 – 30	7 – 18	± 3%
75 µm (#200)	4 – 14	5 – 15	± 2%

* The Type III gradation shall only be used for rut filling. All surface mixes shall be constructed using a Type II gradation.

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

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

Once the JMF is established and accepted, the stockpile tolerances shown in the table above shall be used for control of the percentages indicated in the JMF.

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

- (3) Mineral Filler. The mineral filler shall be Type 1 portland cement conforming to the requirements of Section 1001.
- (4) Latex Modified Emulsified Asphalt. The emulsified asphalt shall be a quick-traffic, latex-modified asphalt emulsion conforming to the requirements specified in AASHTO M 208 or ASTM D 2397 for CSS-1h, plus the following:

AASHTO TE NO.	EST	ASTM TEST NO.	QUALITY		SPECIFICATION
AASHTO T 59 ^{1/}		ASTM D 244	Residue a Distillation	after	62% Minimum

1/ The distillation temperature shall be $175 \pm 5 \text{ °C} (347 \pm 9 \text{ °F})$.

AASHTO TEST NO.	ASTM TEST NO.	TESTS ON RESIDUE	SPECIFICATION
AASHTO T 53	ASTM D 36	Softening Point	57 °C (135 °F) Min.
AASHTO T 49	ASTM D 5	Penetration at 25 °C (77 °F)	40 - 90 dmm ^{2/}
AASHTO T 201	ASTM D 2170	Kinematic Viscosity at 135 °C (275 °F)	650 cSt Min.

2/ Climatic conditions should be considered when establishing this range.

The cement mixing test will be waived for this emulsion.

The latex shall be milled or blended into the emulsifier solution prior to the emulsification process.

- (5) Additives. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.
- (6) Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt cement.

The asphalt cement shall be PG 58-28, PG 58-22, or PG 64-22.

Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, mm (in.)	8 - 12 (0.0 - 0.3)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, MPa (psi)	275 (40,000)
Specific Gravity (typical)	0.91
Moisture Regain @ 21 °C (70 °F) and 65% RH (typical), %	0.1

The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fiber.

Equipment. Equipment shall be according to the following.

- (a) Self-Propelled Pneumatic-Tired Roller. The pneumatic-tired roller shall conform to the requirements of Article 1101.01. There shall be a minimum of two rollers, with the final number of rollers determined by the rollers' abilities to maintain proper spacing with the aggregate spreader as directed by the Engineer.
- (b) Mechanical Sweepers. The mechanical sweeper shall conform to the requirements of Article 1101.03, except the following.

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

(c) Spreader. The aggregate spreader shall conform to the requirements of Article 1102.04, except the following.

The aggregate spreader shall be a self-propelled mechanical type with the receiving hopper in the rear and shall pull the aggregate truck. The spreader shall be fitted with a computerized system which provides positive interconnected control of the aggregate flow with the forward speed of the spreader. The computerized system shall provide uniform and consistent aggregate application at the rate specified. The Contractor shall provide a description of the spreader interconnected computer control system to the Engineer for approval prior to use.

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

- (d) Heating Equipment. The heating equipment shall conform to the requirements of Article 1102.07.
- (e) Pressure Distributor. The pressure distributor shall conform to the requirements Article 1102.05, except the following.

The pressure distributor shall have a minimum capacity of 11,500 L (3000 gal). The application rate control shall be computerized and use a radar ground-sensing device that controls the application rate regardless of ground speed or spray bar width. The computer shall have the capability of recording application rate, gallons sprayed, square yards and feet traveled. The pressure distributor shall be capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform triple lap application fan spray, and the shutoff shall be instantaneous, with no dripping. The pressure distributor shall be capable of maintaining the specified application rate within \pm 0.070L/sq m (\pm 0.015 gal/sq yd) for each load. The spray-bar nozzles shall be turned to make the same angle with the longitudinal axis of the spray bar as recommended by the manufacturer unless otherwise directed by the Engineer. Each nozzle shall also be replaced in the presence of the Engineer at the start of each project unless otherwise directed by the Engineer.

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

(f) Micro-Surfacing Mixing Machine. The machine shall be specifically designed and manufactured to place micro-surfacing. The material shall be mixed by an automaticsequenced, self-propelled micro-surfacing mixing machine, which shall be a continuousflow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The machine shall be either a continuous (self-loading) machine or a non-continuous (self-contained) machine depending on the size of the project as described below.

Machines that are the continuous (self-loading) type shall be capable of loading materials while continuing to place micro-surfacing, thereby minimizing construction joints. The self-loading machine shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro-surfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

Non-continuous (self-contained) machines will be allowed on projects with a length of 3.2 lane-km (2 lane-mi) or less. For mainline paving, the Contractor shall have at least three self-contained machines in continuous operation to ensure appropriate production rates. In all other instances, self-contained machines will be allowed on shoulders, ramps, where the micro-surfacing can be placed in a single loading capacity of the machine and for short applications such as bridge decks with the approval of the Engineer.

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

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

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

When required on the plans, before the final surface course is placed, preliminary microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 12.5 mm (1/2 in.) or greater in depth shall be filled independently with a rut-filling spreader box, either 1.5 or 1.8 m (5 or 6 ft) in width. For irregular or shallow rutting of less than 12.5 mm (1/2 in.) in depth, a full-width scratch-coat pass may be used as directed by the Engineer utilizing either a stiff primary rubber or else a metal primary strike off. Ruts that are in excess of 40 mm (1 1/2 in.) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rutfilling level-up material should cure under traffic for a minimum of 24 hours before additional material is placed on top of the level up.

- (h) Micro-Surfacing Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time. Calibration records, conversion formulas, and daily run sheets including the beginning and final numbers shown on the proportioning devices shall be submitted to the Engineer for approval. During production any deviations from the original JMF shall be approved by the Engineer.
- (i) Air Compressor. The air compressor shall be capable of producing a minimum pressure of 620 kPa (90 psi) at the end of the discharge hose. The air stream shall discharge onto the pavement through an appropriate air lance.
- (j) Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 50 mm (2 in.) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle shall be capable of operating at temperatures between 120 and 145 °C (248 and 293 °F).

CONSTRUCTION REQUIREMENTS

<u>Weather Limitations.</u> This work shall be done between May 1 and August 31. Bituminous materials shall be applied only when the temperature of the air in the shade is above 13 °C (55 °F). No work shall be started if local conditions indicate that rain is imminent.

This work may be done between September 1 and September 15 provided both of the following conditions are met:

(a) The temperature of the air in the shade is above 20 °C (70 °F) and the temperature of the surface to which the asphalt will be applied is 20 °C (70 °F) or above, and

(b) The National Weather Service forecast for the area does not show any rain or any temperatures below 13 $^{\circ}$ C (55 $^{\circ}$ F) for the day the work is to be done or for the following five days.

Sequence of Work. The sequence of construction operations shall be undertaken as follows.

- (a) Repair and preparation of base or existing surface.
- (b) Applications of bituminous material and aggregate.
- (c) Application of micro-surfacing.

<u>Proportioning.</u> A Contractor provided laboratory shall develop the Job Mix Formula (JMF) for the micro-surfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be AMRL accredited for asphalt emulsions, coarse aggregates, and fine aggregates, and it shall possess a certificate of assessment for micro-surfacing mixture design according to ASTM D 6327. The Engineer will verify the tests required in ASTM D 6372 have been conducted.

Mineral Aggregate,
dry mass (weight) kg/sq m (lb/sq yd)8-30 (15-50)Latex Emulsified Asphalt Residue,
% by wt. of Aggregate5.5-10.5Latex Base ModifierAs required with % by mass
(weight) of binder min. of 3.0Mix Set AdditiveAs requiredMineral Filler,
% by mass (weight) of Aggregate0.25 - 3 depending on weather
conditions

Proportions for the JMF shall be within the following limits:

The amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than 1.0 percent may be permitted when the micro-surfacing is being placed if it is found to be necessary for better consistency or set times.

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

The Engineer shall approve the JMF prior to its use. After approval, the Contractor shall maintain continuous control of the latex modified emulsified asphalt to dry aggregate proportioning to conform to the approved JMF within a tolerance of ± 8 L/metric ton (± 2 gal/ton).

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

<u>Micro-Surfacing Mix Design.</u> Before the work commences, the Contractor shall submit to the Engineer a complete mix design for the micro-surfacing covering the specific materials to be used on the project. After the mix design has been approved, no substitutions will be permitted, unless approved by the Engineer. Compatibility of the aggregate, latex-modified emulsified asphalt, mineral filler, and other additives shall be verified by the mix design.

The materials shall meet the following requirements for ASTM D 6372.

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

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

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

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Engineer will give final approval for all such adjustments.

<u>Micro-Surfacing Test Strip.</u> The Engineer has the option to waive the test strip based on past experience of the mix. For projects over 83,600 sq m (100,000 sq yd) at least seven days prior to starting the project the Contractor shall submit the mix design to the Engineer for evaluation and shall designate a mutually agreeable location and apply a test strip of micro-surfacing using the aggregate indicated in the mix design. The Engineer shall evaluate the micro-surfacing performance no sooner than 12 hours after application, and approval will be required prior to initiation of project.

<u>Surface Preparation.</u> Preparation of the pavement shall be completed prior to the application of the A-1 surface treatment by appropriately grinding to completely remove thermoplastic pavement markings and bumps greater than or equal to 13 mm (0.5 in.).

The Contractor shall determine bump grinding locations in the presence of the Engineer by using a 5-m (16-ft) straightedge with the scratcher bolts set to 13 mm (0.5 in.). All locations marked by the scratcher bolts shall be ground using either a grinding machine consisting of multiple saws or a roto-milling machine at not additional cost to the department. The final surface condition shall be acceptable to the Engineer.

When crack sealing is specified, that work shall be completed at least three days prior to the micro-surfacing. The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be heated in the kettle at temperatures between 124 and 141 °C (255 and 285 °F). The temperature shall never exceed 143 °C (290 °F). The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 3 mm (0.125 in.) thick by 75 mm (3 in.) wide overseal band centered so that the center of the 75 mm (3 in.) wide band is within 25 mm (1 in.) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location. The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 4 °C (40 °F) and below 29 °C (85 °F). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler or portland cement to dust the filler at no additional cost to the department.

Prior to applying the A-1 surface treatment, the Contractor shall clean the pavement surface by removing vegetation, loose materials, dirt, mud and other objectionable materials.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro-surfacing by a suitable method. The Engineer will approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted. The surface of the A-1 surface treatment shall be prewetted by water fogging ahead of the micro-surfacing spreader box when road conditions require, as determined by the Engineer. The rate of fogging shall be adjusted during the day based on pavement temperature, surface texture, and dryness.

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

- (a) A-1 Surface Treatment. The bituminous material and aggregate shall be applied according to the following.
 - (1) Application Rates. Based upon the aggregate gradation to be used, the Contractor shall determine the application rates of bituminous material and seal coat aggregate. The application rates along with the seal coat gradations shall be submitted to the Engineer for approval prior to the start of work. Application rates shall be according to Table 2 for the aggregate type shown on the plans, and shall result in aggregate embedment between 50 and 85 percent. Changes in the application rate of greater than 15 percent shall be resubmitted to the Engineer for approval.

TABLE 2.

FAS Route 1857 (Bluff Road) Section 10-RS Randolph County Contract No. 76990

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

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

The distributor shall be operated in a manner such that missing or overlapping of transverse joints will be avoided. A hand spray bar shall be used at places which are not covered by the distributor. To prevent overlapping of successive applications of bituminous material at transverse joints, heavy paper shall be spread over the previously applied bituminous material and aggregates. In order to obtain a uniform application of the bituminous material, the distributor shall be traveling at the speed required for the specified rate of application when the spray bar crosses the paper.

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

If the Contractor is unable to obtain satisfactory application due to unsuitable or poorly regulated distributing equipment, or to incompetent operators, the Contractor shall immediately replace or repair such equipment, or furnish competent operators.

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

When treating one-half of the pavement width at a time, an inside strip of uncovered emulsified asphalt 75 m (3 in.) wide shall be left during construction of the first half to provide center joint overlap when the second half of the treatment is placed.

(5) Application of Aggregates. The seal coat aggregates shall be spread evenly with an aggregate spreader over the entire surface being treated. In all cases, the aggregate shall be applied ahead of the truck or spreader wheels. Hand spreading will be permitted only when approved by the Engineer and, when so permitted, the aggregate shall be spread uniformly and at the approximate rate specified. Any ridges of aggregate left by the aggregate spreader shall be smoothed out with hand brooms immediately behind the aggregate spreader.

All equipment involved in the chip sealing shall operate as close to each other as practical. The aggregate shall cover the asphalt emulsion within 90 seconds of applications. At no time shall the aggregate spreader trail the pressure distributor by more than 150 feet to ensure proper asphalt/aggregate adhesion.

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

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

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

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

(b) Micro-Surfacing. This method shall consist of applying the surface mix over the entire width of each lane in one pass using the gradation and application rate shown on the plans within a maximum of seven days of placing the A-1 surface treatment. The Contractor shall sweep the pavement surface immediately prior to applying the microsurfacing.

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

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

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

- (1) Mix Consistency. The finished product shall be uniform in color and composition. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 13 mm (1/2 in.) wide and 100 mm (4 in.) long, or 25 mm (1 in.) wide and 75 mm (3 in.) long, in any 25 sq m (30 sq yd) area. No transverse ripples or longitudinal streaks of 6 mm (1/4 in.) in depth will be permitted, when measured by placing a 3-m (10-ft) straightedge over the surface.
- (2) Mix Stability. The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while placing micro-surfacing material.
- (3) Joints and Edges. Joints shall be constructed according to ISSA A-143. On two-pass work, the longitudinal joint on the surface course shall be offset apart from the joint on the bottom course. If practical, the surface course joint shall be at least 255 mm (10 in.) away from the nearest edge of any subsequent permanent pavement markings. In order to accomplish the best placement of all these longitudinal joints, the Contractor shall devise a joint plan that meets the approval of the Engineer.

Micro-surfacing edges shall be parallel with the existing pavement edges. If the existing pavement edge cannot be used to give a straight edge, a stringline or other guide will be required. Edge lines shall not vary by more than \pm 50 mm (2 in.) horizontal variance in any 30 m (96 ft) of length.

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

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

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

<u>Sampling and Testing.</u> The Contractor shall check yield of the application after the first 1000 ft, and throughout the day's paving, with a minimum of three tests per day. All yield check results shall be furnished to the Engineer.

<u>Opening to Traffic.</u> The A-1 surface treatment portion shall be opened to traffic according to Article 701.05(c)(5).

Micro-surfacing shall be capable of producing an emulsified asphalt paving mixture that will cure at a rate which will permit traffic on the pavement within one hour after application without damaging the pavement surface.

The Contractor shall post and maintain the roadway with "NO PASSING ZONES NOT STRIPED NEXT MILES" signs according to Article 701.05(c).

<u>Method of Measurement.</u> Crack filling will be measured for payment in kilograms (pounds) of the filler material used.

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

<u>Basis of Payment.</u> Crack filling will be paid for at the contract unit price per kilogram (pound) of CRACK FILLING. The unit price shall include the cleaning of the joints and cracks and the furnishing and placing of the filler.

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

TEMPORARY FLEXIBLE RAISED PAVEMENT MARKER

Effective: June 15, 2004

Description. This work shall consist of furnishing and installing a self adhesive "L" shaped temporary flexible raised pavement marker prior to placing a bituminous surface treatment, micro-surfacing, cape seal, or slurry seal, and removing a protective shield system after the treatment is applied.

Materials. Materials shall consist of a polyurethane device with a butyl rubber adhesive pad protected with a release paper. The reflective surface shall consist of a cube-corner micro prism reflective tape. The protective plastic cover shall be polyvinyl chloride. The marker body shall be made from approximately 1.5 mm (0.06 in.) thick polyurethane formed in an "L" shape. The base of the marker shall be approximately 100 mm (4 in.) wide by 28 mm (1.125 in.) long with a solid 3.2 mm (0.125 in.) thick butyl rubber adhesive pad protected with a release paper. The vertical portion of the marker shall be approximately 100 mm (4 in.) wide by 50 mm (2 in.) high. A cube-corner microprism reflective tape material shall be placed horizontally along both sides at the top of the vertical section of the marker. The reflective material shall be recessed in an "I-Beam" design to protect the reflective material from aggregate. A clear flexible polyvinyl chloride plastic cover is to be attached to the vertical section of the marker with a heavy duty staple to cover the reflective material during surfacing operations. The flexible raised pavement marker must be readily visible at night when viewed with high beam automobile headlamps from a distance of at least 90 m (300 ft). The flexible raised pavement marker shall be approved by the Engineer by visual acceptance prior to use.

Construction Requirements

Application. Markers shall be placed every 12 m (40 ft) along the centerline/lane-to-lane line prior to surface treatment application. The marker color and location shall match the existing line color and location. Locations requiring additional markers at different spacings will be noted on the plans.

Basis of Payment. The cost of furnishing and installing the devices, and removing the protective shield shall be included in the cost of the surface treatment shown on the plans.

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

"(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"." Add the following to Article 1004.01 of the Standard Specifications:

"(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

Add the following to Article 1005.01 of the Supplemental Specifications:

"(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Designation of Aggregate Information on Shipping Tickets"."

80156

BITUMINOUS EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

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 the placement of a surface course or at other times throughout the work."

80142

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

<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.

<u>STATE OBLIGATION</u>. 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% 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% 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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 <u>3.0</u>% 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 (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) 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 (7) 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 (7) 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 (5) 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% 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% 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% 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% 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% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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 (5) 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 (5) 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 (10) 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 (30) 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 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.

80029

FLAGGER VESTS (BDE)

Effective: April 1, 2003 Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

(b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

80116

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.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

<u>FEDERAL AID CONTRACTS</u>. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

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

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

- Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

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

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

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/.green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

80130

POLYMER MODIFIED EMULSIFIED ASPHALT (BDE)

Effective: November 1, 2002

Add the following to Article 1009.07 of the Standard Specifications: (insert it before the table on page 853 which begins, "The different grades are, in general, used for the following:")

- "(f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts shall be either anionic (SS-1hP) or cationic (CSS-1hP). They shall meet the SS-1h requirements of Article 1009.07(a) or the CSS-1h requirements of Article 1009.07(b) respectively, with the following exceptions for both types:
 - (1) The emulsified asphalt shall be modified with a styrene-butadiene diblock or triblock copolymer, or a styrene butadiene rubber.

- (2) The cement mixing and ductility tests will be waived.
- (3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance and shall be a homogeneous brown color throughout.
- (4) The distillation for polymer modified emulsion shall be performed according to AASHTO T 59 except the temperature shall be 190 +/- 5 °C (374 +/- 9 °F) and measured using an ASTM 16C (16F) thermometer.
- (5) The residue from distillation shall have a minimum elastic recovery value of 30 percent when tested according to AASHTO T 301. The specified temperature shall be 4.0 +/- 0.5 °C (39.2 +/- 1.0 °F)."

Add the following grades "for tack or fog seal" to the table at the end of Article 1009.07 of the Standard Specifications which begins, "The different grades are, in general, used for the following:"

"SS-1hP, CSS-1hP"

80073

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.

80143

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

5729I

TRUCK BED RELEASE AGENT (BDE)

Effective: April 1, 2004

Add the following sentence after the third sentence of the first paragraph of Article 406.14 of the Standard Specifications.

"In addition to the release agent, the Contractor may use a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle."

80123

FAS Route 1857 (Bluff Road) Section 10-RS Randolph County Contract No. 76990

WEIGHT CONTROL DEFICIENCY DEDUCTION

Effective: April 1, 2001 Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B-C}{B}\right); \text{ Where } A \le 1.0; \ \left(\frac{B-C}{C}\right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

Adjusted Net Weight = $A \times Delivery Ticket Net Weight$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

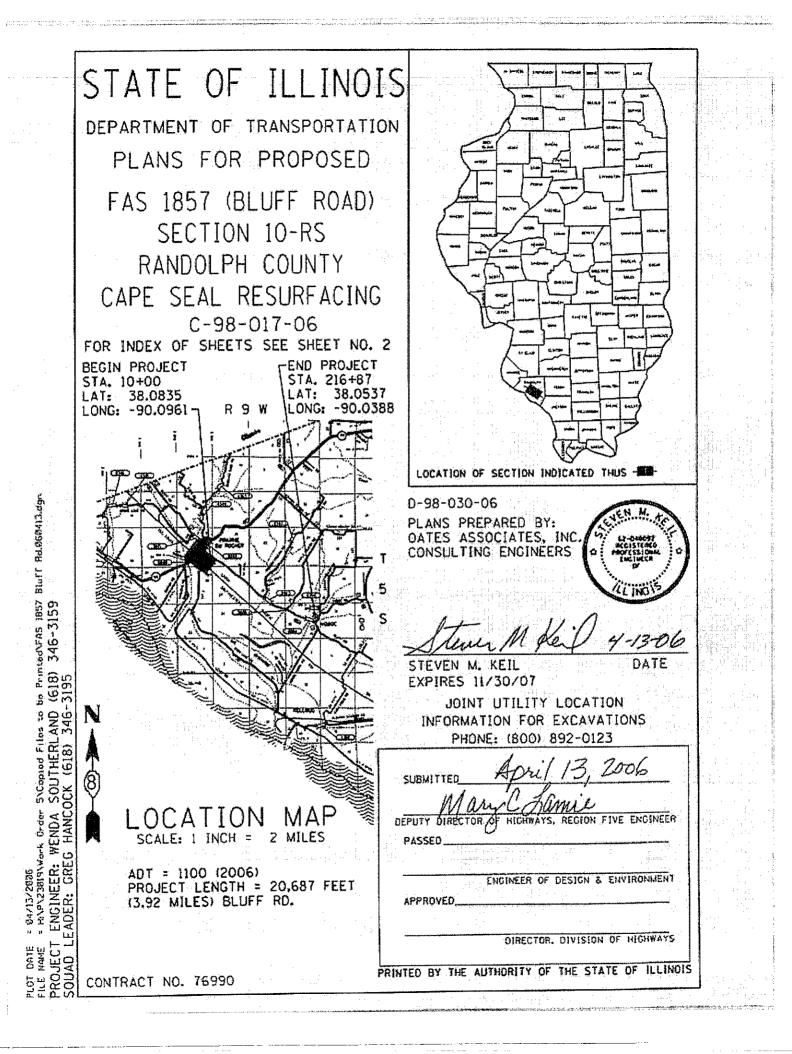
80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 20 working days.

80071



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		<u>GENERAL_NOTES</u>		CONTRACT	
	1.	THE STANDARDS AND REVISION NUMBERS LISTED SHALL APPLY TO THIS PRO	JECT.		
	2.	ILLINOIS STATE LAW REQUIRES A 48-HOUR NOTICE BE GIVEN TO J.U.L.I.E. E FIELD MARKING OF FACILITIES MAY BE OBTAINED BY CONTACTING J.U.L.I.E. MEMBERS, THE UTILITY COMPANY DIRECTLY. AGENCIES KNOWN TO HAVE FAC THE PROJECT AREA ARE AS FOLLOWS:	OR FO	R NON-	
 AMEREN IP (ELECTRIC) CENTERPOINT ENERGY (GAS TRANSMISSION) CHARTER COMMUNICATIONS, INC. (CABLE TV) CITY OF CHESTER (GAS) HARRISON TELEPHONE COMPANY (COMMUNICATIONS) VILLAGE OF PRAIRIE DU ROCHER (WATER) 					
		•MEMBERS OF JULIE (800) 892-0123			
	3.	WHERE SECTION OR SUB-SECTION MONUMENTS ARE ENCOUNTERED THE ENGINE BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHA AND CAREFULLY PRESERVE ALL PROPERTY MARKERS AND MONUMENTS UNTIL AUTHORIZED SURVEYOR, OR AGENT HAS WITNESSED OR OTHERWISED REFERENCE LOCATION.	LL PR THE O	OTECT WNER, AN	
	4.	THE RATES OF APPLICATION SHOWN IN THE PLANS ARE NOMINAL. DEVIATIO ALLOWED AS SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH THE STANDA SPECIFICATIONS.	NS ₩1 RD	LL BE	
	5.	A PAY ITEM FOR AGGREGATE SHOULDERS, TYPE B IS INCLUDED IN THE SUMMARY OF QUANTITIES IN ORDER TO ELIMINATE DROP OFFS AT THE PAVEMENT EDGE UPON COMPLETION OF THE RESURFACING.			
	6.	THE ROADWAY IS TO REMAIN OPEN TO TRAFFIC DURING CONSTRUCTION OPERATIONS. NO OVERNIGHT LANE CLOSURES SHALL BE ALLOWED ON THE PROJECT.			
	7.	FLAGMEN SHALL BE PRESENT DURING ALL CLOSURE HOURS INCLUDING LUNCH HOURS AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.			
	8.	WHEN NO WORK IS BEING PERFORMED, THE FLAGGERS WILL NOT BE REQUIRED, IF THE FLAGGERS ARE NOT PRESENT, THE FLAGGER SIGNS SHALL BE REMOVED OR COVERED.			
13.dgn	9.	"ROAD CONSTRUCTION AHEAD" SIGNS SHALL BE PLACED AT THE BEGINNING AND END OF THE PROJECT PLUS THE INTERSECTING SIDE ROADS. THIS WILL BE CONSIDERED INCLUDED IN THE TRAFFIC CONTROL PAY ITEMS. ALL CONSTRUCTION SIGNS SHALL BE FLUORESCENT ORANGE.			
1.0604	10.	THE GRADATION OF AGGREGATE USED FOR THE A-1 SURFACE TREATMENT SHALL BE CA 16.			
7bluffro	11.	11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND ORDERING OF MATERIALS.			
Nfas_185	COMMITMENTS FOR THIS PROJECT ARE AS FOLLOWS: NONE				
T I I	[ND]	<u>ex of sheets standards</u>			
= c:/projects/ed0	818. 19.	COVER SHEET 000001-04 INDEX OF SHEETS, STANDARDS 701301-02 AND GENERAL NOTES 701306-01 GENERAL NOTES 701311-02 SUMMARY OF QUANTITIES 702001-06 TYPICAL SECTIONS 780001-01 SCHEDULES OF QUANTITIES ROADWAY LAYOUT ENTRANCE AND SIDEROAD DETAILS FAS 1857 (CCECTION	DS, NC	AND TES	
	20.	JOINT DETAILS SECTION RANDOLPH			

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j	CONTRACT_	NO.: 76990

<u>General notes</u>

12. ALL SIDE ROADS AND ENTRANCES SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.

- 13. SHORT TERM PAVEMENT PAVEMENT MARKING SHALL BE APPLIED TO THE A-1 SURFACE TREATMENT, AND THE FINAL SURFACE. ONLY THE REMOVAL OF THE FINAL SURFACE APPLICATION WILL BE PAID FOR (WORK ZONE PAVEMENT MARKING REMOVAL - SO FT). AN AMOUNT OF TEMPORARY PAVEMENT MARKING WHICH EQUALS THE AMOUNT OF PERMANENT PAVEMENT MARKING HAS ALSO BEEN ADDED TO THE PLANS.
- 14. THE FINAL WEARING SURFACE SHALL HAVE AT LEAST SEVEN DAYS OF GOOD DRYING WEATHER BEFORE THE FINAL PERMANENT PAVEMENT MARKINGS ARE APPLIED, AS DIRECTED BY THE ENGINEER.
- 15. THE CONTRACTOR SHALL DEVISE AND SUBMIT A JOINT PLAN THAT MEETS THE APPROVAL OF THE ENGINEER.
- 16. MICRO-SURFACING, SINGLE PASS, TYPE II, 24 LBS/SY SHALL BE USED ON THIS PROJECT.
- 17. THE CONTRACTOR SHALL USE A TAPER RATE OF 240:1 AT THE BEGINNING AND ENDING OF THE PROJECT. THE RESULTING TAPER WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR "CAPE SEAL" AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- 18. CONTRACTOR SHALL NOTE THE LOCATION OF ALL EXISTING PAVEMENT MARKINGS PRIOR TO COMMENCING PAVING OPERATIONS TO ENSURE CORRECT PLACEMENT OF PROPOSED PAVEMENT MARKINGS.

GENERAL NOTES

FAS 1857 (BLUFF RD) SECTION 10-RS RANDOLPH COUNTY

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SUMMARY OF QUANTITIES

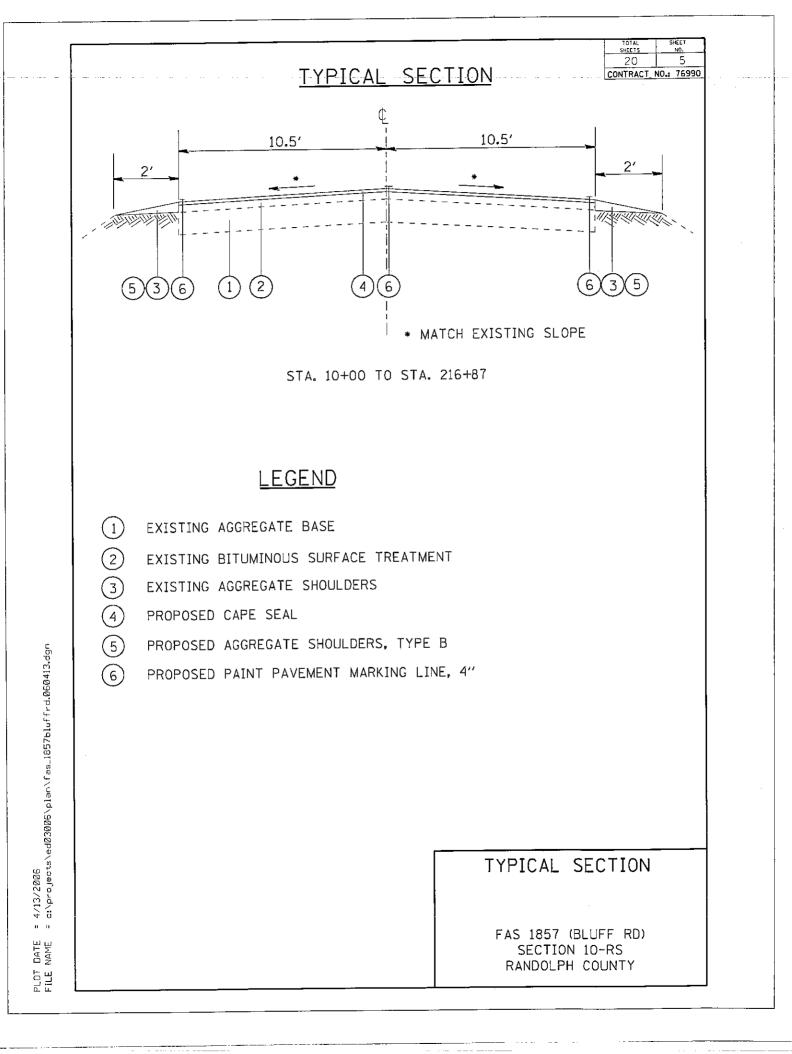
CODE NO.	ITEM	UNIT	FOOO TOTAL QUANTITIES
45100200	CRACK FILLING	POUND	100
48101200	AGGREGATE SHOULDERS, TYPE B	TON	520
67100100	MOBILIZATION	LSUM	1
70100460	TRAFFIC CONTROL AND PROTECTION, STANDARD 701306	LSUM	i i i i i i i i i i i i i i i i i i i
70300100	SHORT-TERM PAVEMENT MARKING	FOOT	4,138
70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	64.093
70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	684
* 78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	64,093
X0324951	CAPE SEAL	SQ YD	48,889

* SPECIALTY ITEMS

SUMARY OF QUANTITIES

FAS 1857 (BLUFF RD) SECTION 10-RS RANDOLPH COUNTY

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	ANCE S	CHEDULE				
<u> </u>		ENTRANCE	ENTRANCE	ENTRANCE	EXISTING	CAPE SEAL
STATION	OFFSET	TYPE	WIDTH	DEPTH "D"	SURFACE TYPE	JEAL
	1		(NOTE 1)			
			(FOOT)	(FOOT)	11 () 	(SQ YD)
12+32	RT	DEROUSE RD	90	2	0/0	20
13+75		CIRCLE DR	<u> </u>	2	<u> </u>	<u>12</u> 12
14+35		OLIVER ST	35	2	0/C	8
<u>16+57</u> 18+91		PE	33	2	BIT	7
20+76	RT	GOUDIAR ST	36	2	BIT	8
22+82	RT	PE	23	2	BIT	5
24+90	RT	CHARTRAND ST	<u>56</u> 58	2	0/C 0/C	12
29+12	RT RT	BROAD ST BLUFF VIEW RD	56	2	0/0 0/C	12
31+94 34+75		CASCADE ST	44	2	O/C	10
37+72	RT	CRESTWOOD	55	2	O/C	12
47+85	RT	PE	30	2	BIT	7
55+75		PE PE	30 20	2	BIT	4
80+40 97+27		PE	20	2	BIT	6
105+10		PE	26	2	BIT	6
111+94	LT	CE	42	2	CONC	9
114+53	LT	CE	42	2	CONC O/C	9 22
122+30		ROSCOW HOLLOW RD	98 22	2	0/C	5
128+20 158+27	1 T	MAPLE HOLLOW RD	60	2	BIT	13
162+07	LT	PE	23	2	BIT	5
164+48	LT	PE	20	2	BIT	4
167+05	LT	PE	28	2	BIT BIT	6
184+80		<u>PE</u>	28 24	2	BIT	5
<u>199+21</u> 200+52		PE	26	2	BIT	6
203+41		PE	27	2	BIT	6
206+62	RT	PE	22	2	BIT	5
211+39	RT	PE MODOC RD	<u>22</u> 55	2 2	BIT	12
<u>211+43</u> TOTAL	<u> </u>	MODOGRD				279
STATION	STATION	제출 가지 수영하는 것을				
		(TON) (SQ)				
10+00	216+87	520 482				
TOTAL	en teach	520 482				
SHOU	YD/INCH. A	RATE OF 0.055555 TONS/ SSUME 1" AVE. THICKNES	Sector et			
STATION	STATION	CAF OFFSET SEA		CHEDULE	OF QU	ANTITIE
:						
150.00	400.00	(SQ)		F 4 5 1	857 (BLUEF	F RD)
158+08	<u>160+23</u> 206+14	RT< 10	0		857 (BLUFF CTION 10-F	
158+08 202+42 213+70	160+23 206+14 216+87		0	SE	857 (BLUFF CTION 10-F OOLPH COU	RS

TOTAL

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 CONTRACT
 NO.4

		SHORT	TEMP PVT	WORK ZONE	PAINT PVT	PAINT PVT	PAINT PVT
STATION	STATION	TERM	MK LINE 4	PAVTMK	MK LINE 4	MK LINE 4	MK LINE 4
on Anon		PAVT		REM	WHITE	YELLOW	YELLOW
		MKING			(EDGELINE)	(SKIP DASH)	(SOLID)
		in allo		1. A. A.			
		(FOOT)	(FOOT)	(SQ FT)	(FOOT)	(FOOT)	(FOOT)
10+00	12+00	40	450	7	400	50	
12+00	16+85	97	1576	16	970	121	485
16+85	22+20	107	2140	18	1070		1070
22+20	27+60	108	1755	18	1080	135	540
27+60	42+22	292	3290	48	2924	366	i
42+22	52+05	197	3195	33	1966	246	983
52+05	54+95	58	1160	10	580		580
54+95	59+55	92	1495	15	920	115	460
59+55	66+15	132	1485	22	1320	165	
66+15	75+25	182	2958	30	1820	228	910
75+25	75+90	13	260	2	130	and the second	130
75+90	85+58	194	3146	32	1936	242	968
85+58	108+63	461	5186	76	4610	576	
108+63	118+85	204	3322	34	2044	256	1022
118+85	124+50	113	2260	19	1130		1130
124+50	129+60	102	1658	17	1020	128	510
129+60	140+20	212	2385	35	2120	265	· · · · · ·
140+20	151+90	234	3803		2340	293	1170
151+90	159+38	150	2992	25	1496		1496
159+38	166+79	148	2408	24	1482	185	741
166+79	170+65	77	1544	13	772		772
170+65	174+72	81	1323	13	814	102	407
174+72	177+20	50	558	8	496	62	
177+20	184+30	142	2308	23	1420	178	710
184+30	185+20	18	360	3	180		180
185+20	195+70	210	3413	35	2100	263	1050
195+70	206+14	209	4176	34	2088		2088
206+14	211+39	105	1706	17	1050	131	525
211+39	216+87	110	1781	18	1096	137	548
TOTAL		4138	64093	684	41374	4244	18475

1. SEE HIGHWAY STANDARD 780001 FOR PAVEMENT MARKING DE LAILS

SCHEDULE OF QUANTITIES

FAS 1857 (BLUFF RD) SECTION 10-RS RANDOLPH COUNTY

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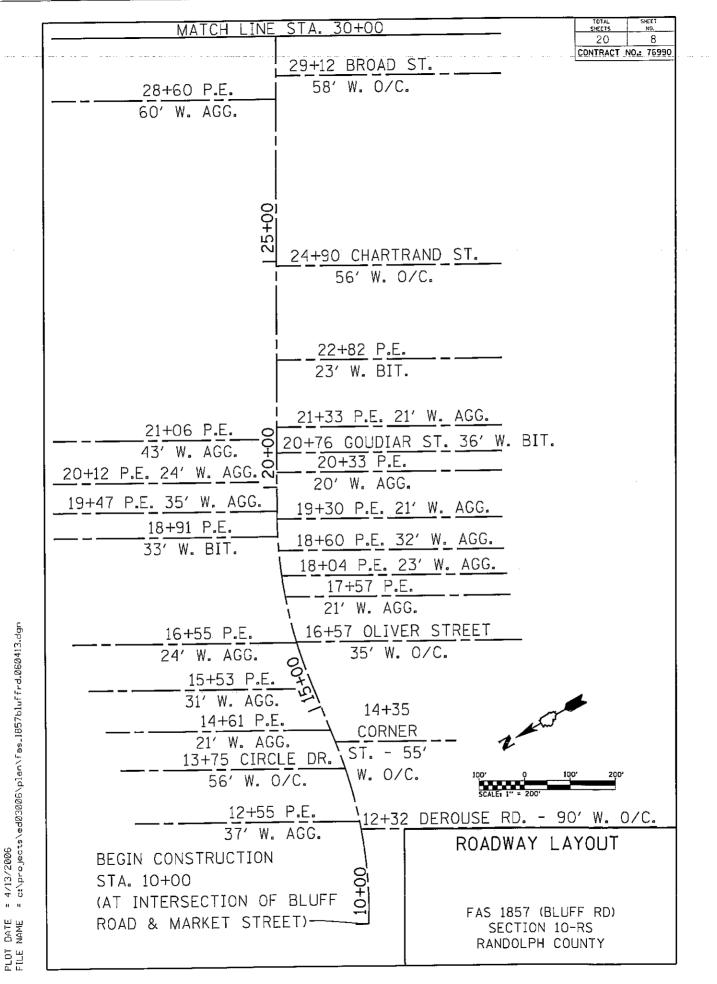
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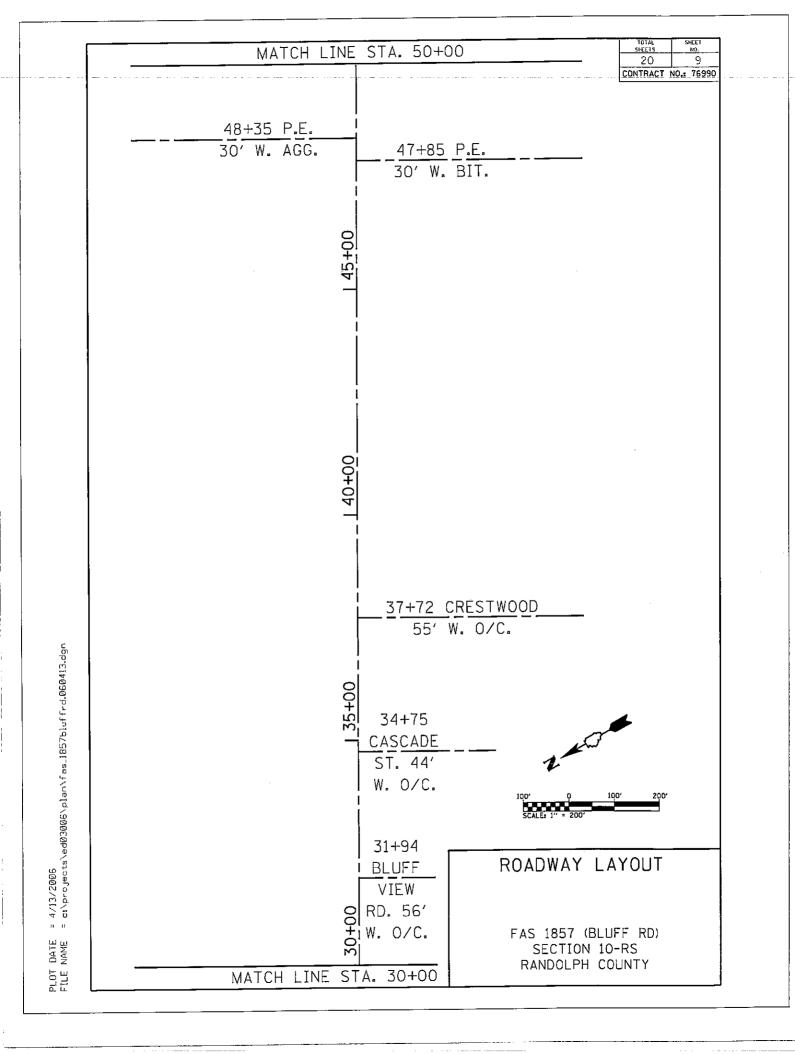
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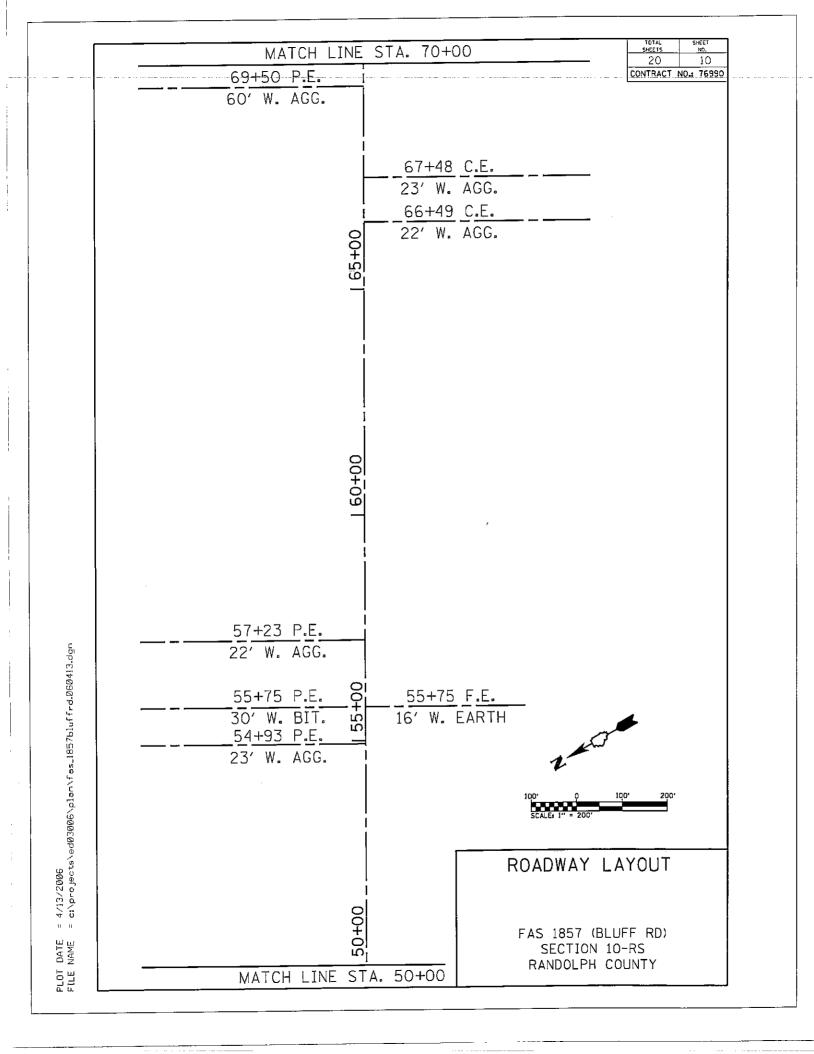
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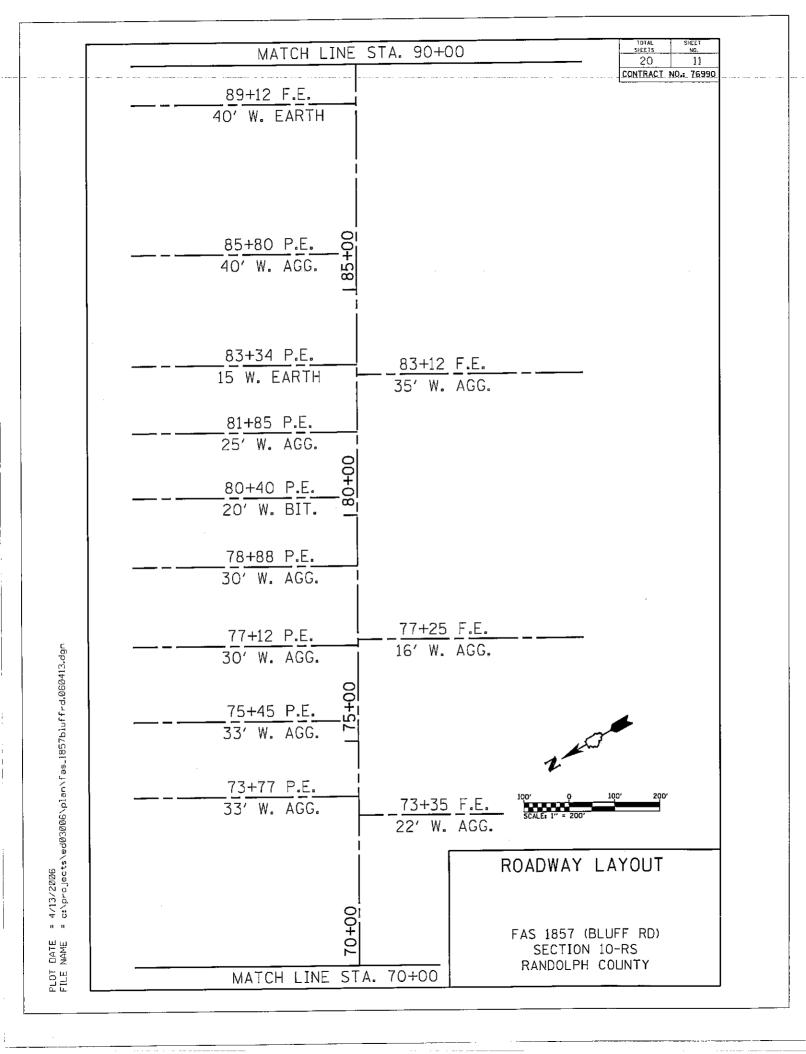
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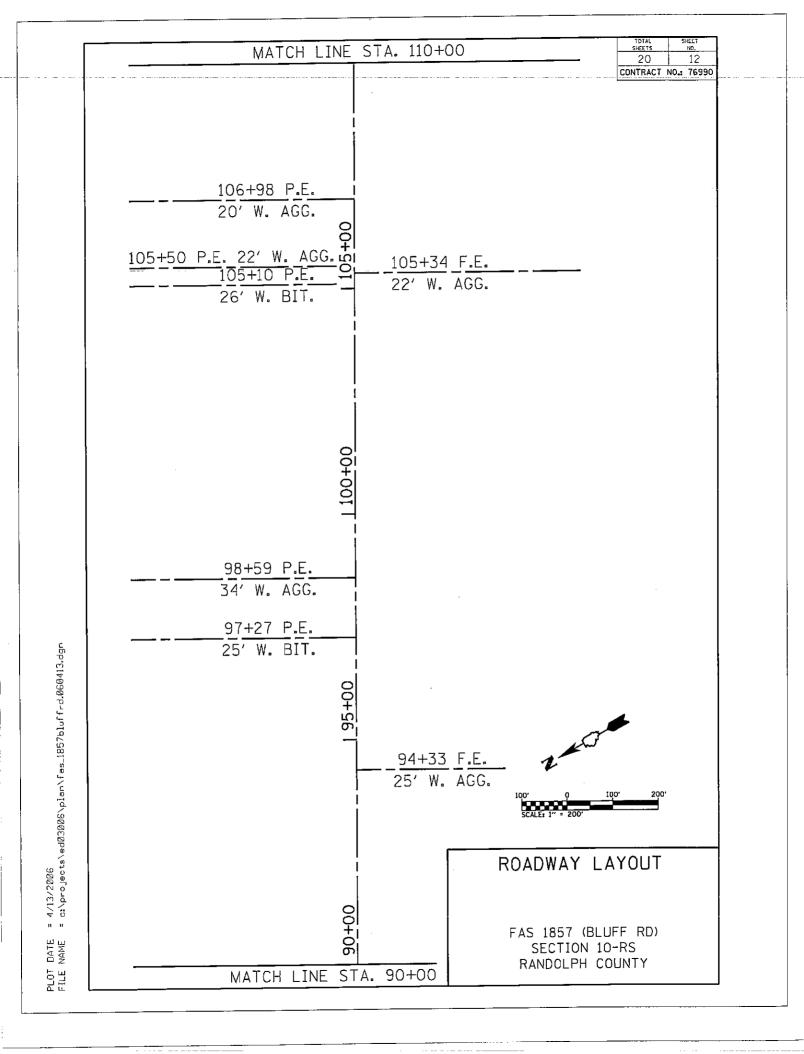
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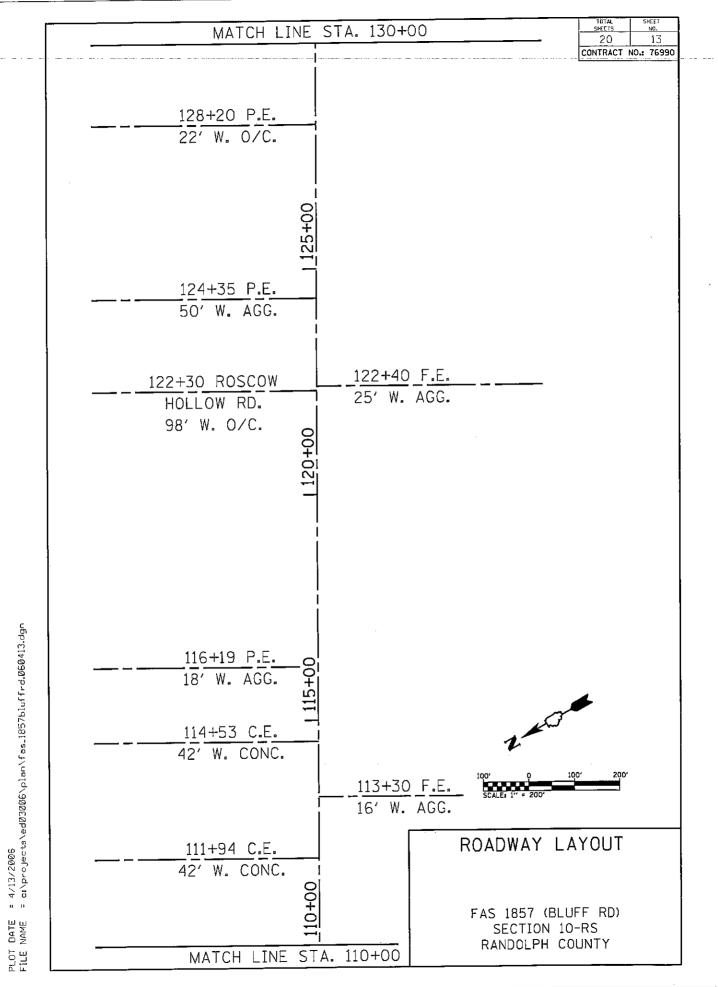


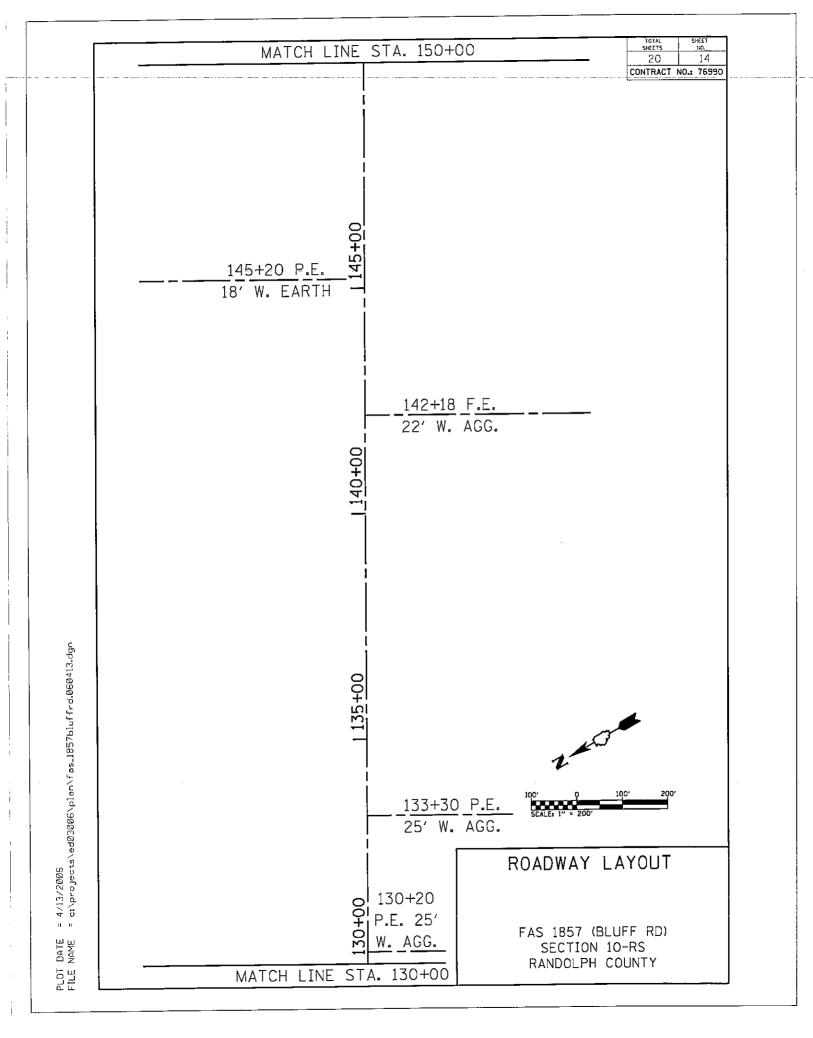


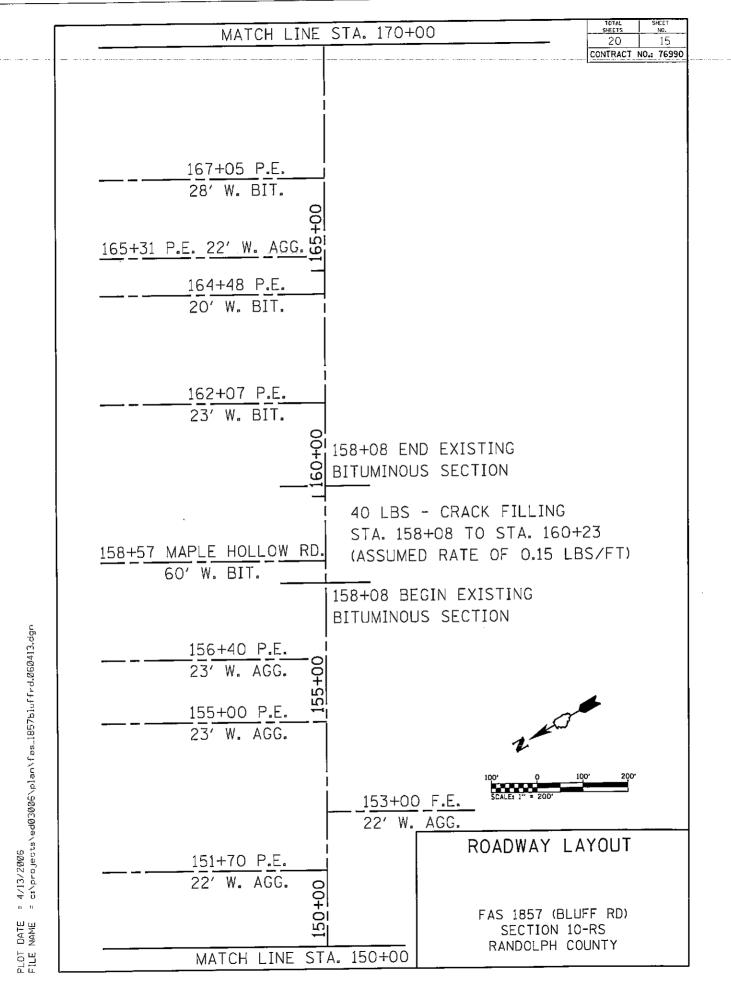


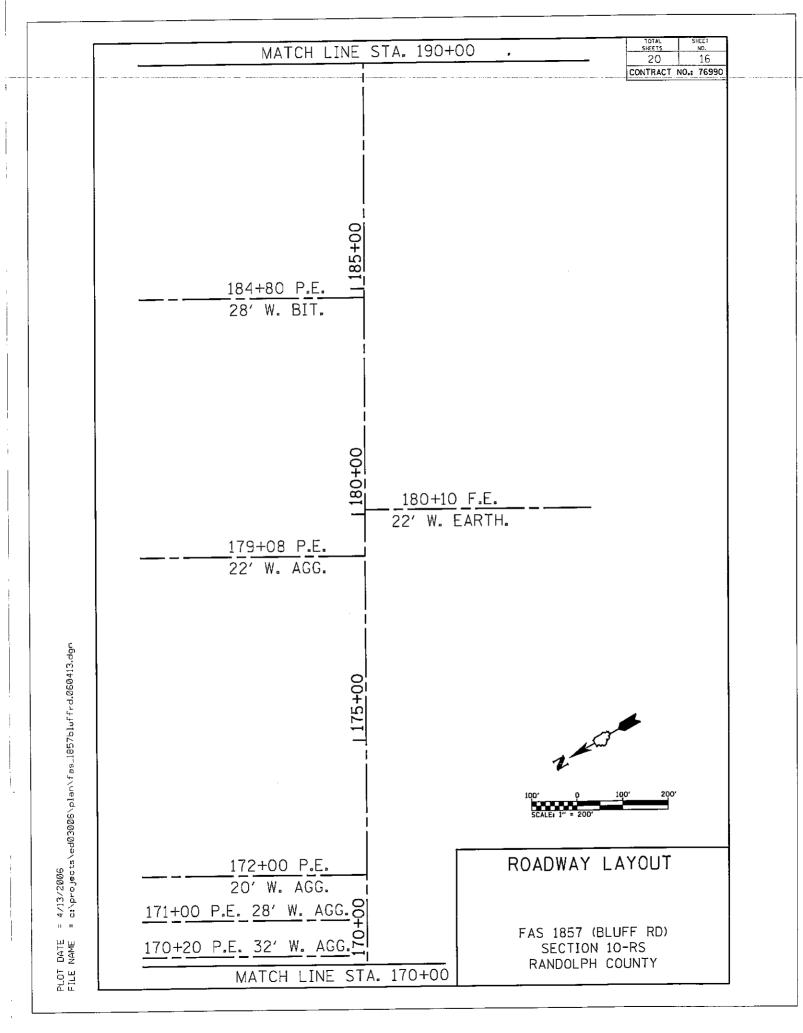


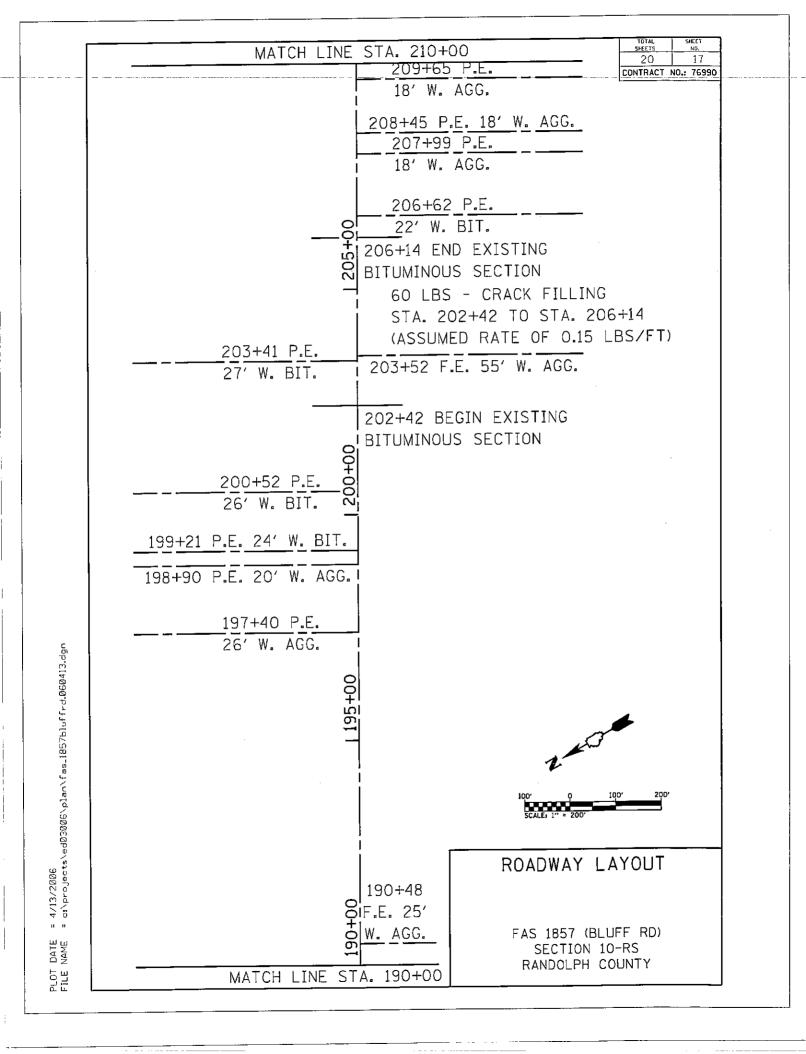


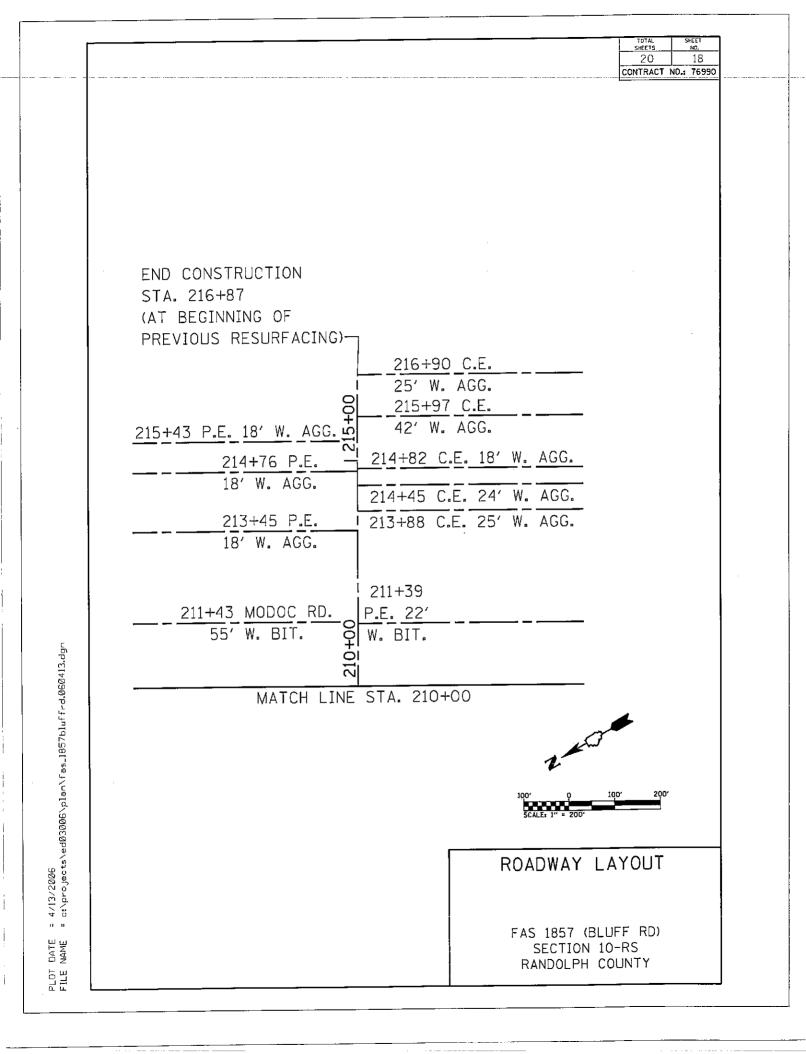


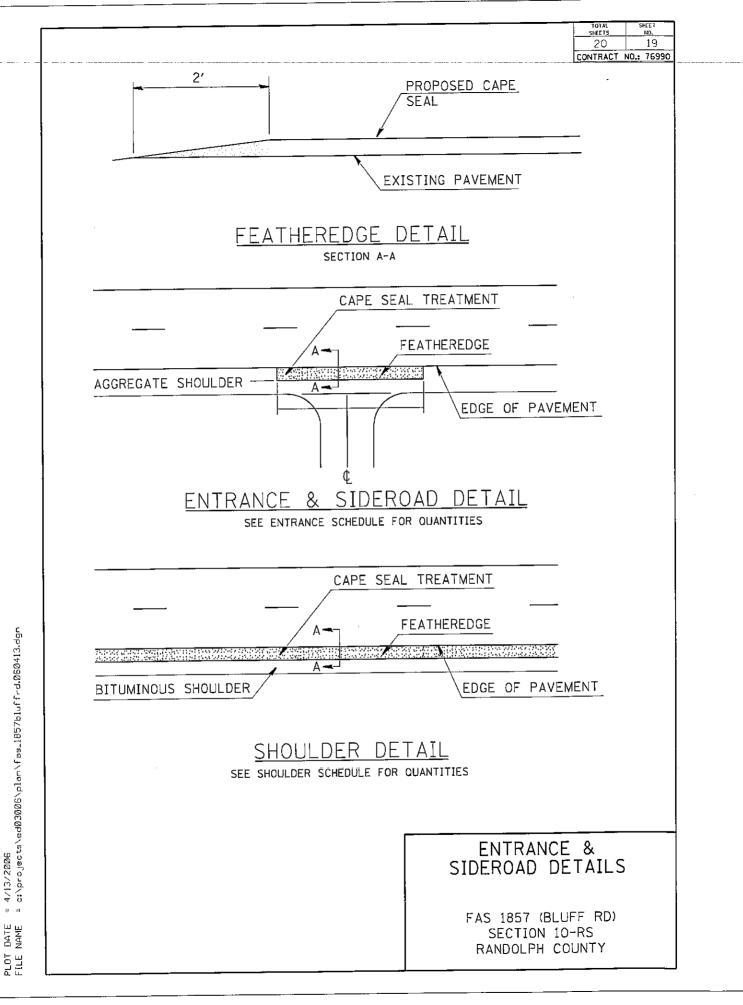


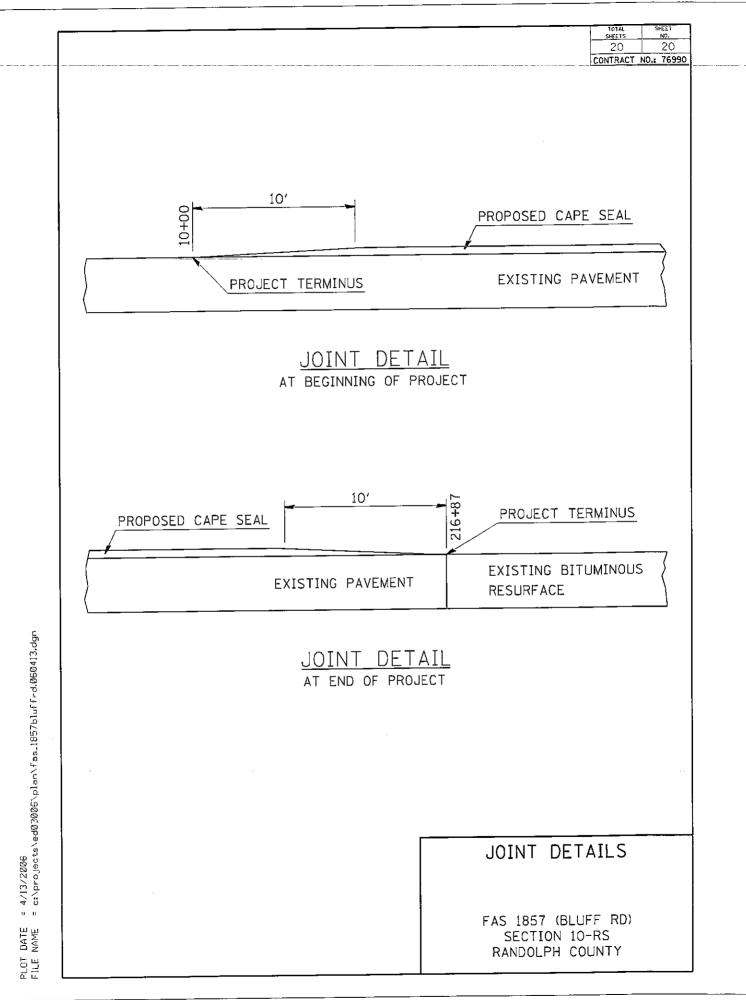












ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR RANDOLPH COUNTY EFFECTIVE JUNE 2006

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

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

Randolph County Prevailing Wage for June 2006

- Trade Name ====================================		TYP (FRMAN *M					Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL	-		21.900 1					7.950		
ASBESTOS ABT-MEC		BLD			26.290 1					2.500		
BOILERMAKER		BLD			30.250 1					10.28		
BRICK MASON		BLD			26.490 1					4.900		
CARPENTER		ALL			31.980 1					3.750		
CEMENT MASON		BLD		23.500	24.500 1	L.5	1.5	2.0	5.200	3.550	0.000	0.100
CEMENT MASON		HWY		23.350	24.350 1	L.5	1.5	2.0	5.200	3.250	0.000	0.200
CERAMIC TILE FNSHER		BLD		24.990	0.000 1	L.5	1.5	2.0	5.750	4.900	0.000	0.425
ELECTRIC PWR EQMT OP		ALL		30.610	36.890 1	L.5	2.0	2.0	4.380	7.650	0.000	0.150
ELECTRIC PWR GRNDMAN		ALL		22.860	36.890 1	L.5	2.0	2.0	3.270	5.710	0.000	0.110
ELECTRIC PWR LINEMAN		ALL			36.890 1					8.800		
ELECTRIC PWR TRK DRV		ALL			36.890 1					6.250		
ELECTRICIAN		ALL			33.350 1					6.130		
ELECTRICIAN		ALL			34.430 1					5.800		
ELECTRONIC SYS TECH	NW				24.470 1					4.690		
ELECTRONIC SYS TECH ELEVATOR CONSTRUCTOR		BLD			25.920 1					3.170		
		BLD			39.490 2 27.680 1					5.090 3.750		
FLOOR LAYER GLAZIER		BLD BLD		28.930	0.000 2					5.750 6.420		
HT/FROST INSULATOR		BLD			30.640 1					7.860		
IRON WORKER		ALL			26.890 1					7.900		
LABORER		ALL			21.400 1					7.950		
MACHINIST		BLD			37.630 2					4.750		
MARBLE FINISHERS		BLD		24.990	0.000 1	L.5				4.900		
MARBLE MASON		BLD			26.490 1					4.900		
MILLWRIGHT		ALL		30.480	31.980 1	L.5	1.5	2.0	5.000	3.750	0.000	0.350
OPERATING ENGINEER		ALL 1	L	25.350	26.480 1	L.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER		ALL 2	2	24.220	26.480 1	L.5	1.5	2.0	5.900	10.60	0.000	1.000
OPERATING ENGINEER		ALL 3	3	19.740	26.480 1	L.5				10.60		
OPERATING ENGINEER					26.480 1					10.60		
OPERATING ENGINEER					26.480 1					10.60		
OPERATING ENGINEER		ALL 6			26.480 1					10.60		
OPERATING ENGINEER		ALL 7			26.480 1		1.5			10.60		
OPERATING ENGINEER		ALL 8	3		26.480 1					10.60		
PAINTER		BLD			23.090 1					4.200		
PAINTER PAINTER OVER 30FT		HWY BLD			27.390 1 24.090 1					4.200		
PAINTER OVER SOFT PAINTER PWR EQMT		BLD			24.090 1					4.200		
PAINTER PWR EQMI PAINTER PWR EQMT		HWY			27.890 1					4.200		
PILEDRIVER		ALL			31.980 1					3.750		
PIPEFITTER	Ν	BLD			32.500 1					3.750		
PIPEFITTER		BLD			33.880 1					4.880		
PIPEFITTER	W	BLD			31.000 1					7.000		
PLASTERER		BLD			24.500 1					3.550		
PLUMBER	Ν	BLD		30.000	32.500 1	L.5	1.5	2.0	5.600	3.750	0.000	0.375
PLUMBER	SE	BLD		30.800	33.880 1	L.5	2.0	2.0	5.850	4.880	0.000	0.370
PLUMBER	W	BLD		29.450	31.950 1	L.5	1.5	2.0	4.800	5.200	0.000	0.250
ROOFER		BLD			28.250 1					5.950		
SHEETMETAL WORKER		ALL			28.460 1					4.770		
SPRINKLER FITTER		BLD			35.230 2					6.600		
STONE MASON		BLD			26.490 1					4.900		
TERRAZZO FINISHER		BLD		24.990	0.000 1					4.900		
TERRAZZO MASON		BLD	1		28.800 1					2.950		
TRUCK DRIVER TRUCK DRIVER				24.905 25.305	0.000 1					3.200 3.200		
TRUCK DRIVER				25.505	0.000 1					3.200		
TRUCK DRIVER				25.755	0.000 1					3.200		
TRUCK DRIVER				26.505	0.000 1					3.200		

TRUCK DRIVER	O&C 1 19.9	24 0.000	1.5 1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 2 20.2	44 0.000	1.5 1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 3 20.4	04 0.000	1.5 1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	0&C 4 20.6	0.000	1.5 1.5	2.0	7.000	3.200	0.000	0.000
TRUCK DRIVER	O&C 5 21.2	0.000	1.5 1.5	2.0	7.000	3.200	0.000	0.000
TUCKPOINTER	BLD 24.9	90 26.490	1.5 1.5	2.0	5.750	4.900	0.000	0.425

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

RANDOLPH COUNTY

ELECTRICIANS AND ELECTRONIC SYSTEMS TECHNICIAN (NORTHWEST) - Township of Red Bud.

PLUMBERS & PIPEFITTERS (NORTH) - Towns of Red Bud, Prairie, and Ruma.

PLUMBERS & PIPEFITTERS (SOUTHEAST) - That part of the county East of a line between Ste. Genevieve, Mo. and Rt. 155 then south of a diagonal line to the North-East corner of the county.

PLUMBERS & PIPEFITTERS (WEST) - Towns of Roots, Kellog, Modoc and Prairie DuRocher.

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

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

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the

removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers. GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes -(Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

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