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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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Proposal Submitted By	
Name	
Address	
City	

Letting August 1, 2008

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. 64E06
ROCK ISLAND County
Section (18R)RS-1
Route FAP 310
Project NHF-0310(128)
District 2 Construction Funds

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

Plans Included Herein

Prepared by

F

Checked by

Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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

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

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

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

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of
Та	xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 64E06 ROCK ISLAND County Section (18R)RS-1 Project NHF-0310(128) Route FAP 310 District 2 Construction Funds

0.6 mile of patching and resurfacing on U.S. Route 67 from 3rd Avenue to north of 10th Avenue in Milan.

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

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

<u> </u>	Amount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c	Proposal <u>of Bid</u> <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 i	s 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 dama	ages due to delay and other cause	es suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond sha	all become void or the proposal g	uaranty check shall be returned to the
undersigned		·

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

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

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

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

Schedule of Combination Bids

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64E06

State Job # - C-92-068-08

PPS NBR - 2-07260-0200

County Name - ROCK ISLAND- -

Project Number NHF-0310/128/ Route FAP 310

Code - 161 - - District - 2 - -

Section Number - (18R)RS-1

ltem Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
X7013015	TRAF CONT RD CLOSURE	L SUM	1.000				
Z0017100	DOWEL BARS	EACH	3,032.000				
Z0028415	GEOTECHNICAL REINF	SQ YD	445.000				
Z0028700	GRAN SUBGRADE REPL	CU YD	74.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0075300	TIE BARS	EACH	316.000				
40600200	BIT MATLS PR CT	TON	13.400				
40600300	AGG PR CT	TON	35.000				
40600400	MIX CR JTS FLANGEWYS	TON	40.000				
40600535	LEV BIND HM N70	TON	100.000				
40600837	P LEV BIND MM N70	TON	2,246.000				
40600982	HMA SURF REM BUTT JT	SQ YD	737.000				
40600985	PCC SURF REM BUTT JT	SQ YD	1,122.000				
40600990	TEMPORARY RAMP	SQ YD	424.000				
40603310	HMA SC "C" N50	TON	229.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64E06

State Job # - C-92-068-08 PPS NBR - 2-07260-0200

County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (18R)RS-1

Project Number	Route
NHF-0310/128/	FAP 310

Item Number	Pay Item Description	Unit of Measure	Quantity	Х	Unit Price	=	Total Price
40603540	P HMA SC "D" N70	TON	1,797.000				
40800050	INCIDENTAL HMA SURF	TON	106.000				
42300300	PCC DRIVEWAY PAVT 7	SQ YD	51.000				
44000100	PAVEMENT REM	SQ YD	148.000				
44000198	HMA SURF REM VAR DP	SQ YD	1,043.000				
44000200	DRIVE PAVEMENT REM	SQ YD	51.000				
44000500	COMB CURB GUTTER REM	FOOT	408.000				
44200970	CL B PATCH T2 10	SQ YD	858.000				
44200974	CL B PATCH T3 10	SQ YD	233.000				
44200976	CL B PATCH T4 10	SQ YD	1,283.000				
44213100	PAVEMENT FABRIC	SQ YD	1,542.000				
44213200	SAW CUTS	FOOT	9,065.000				
48101200	AGGREGATE SHLDS B	TON	795.000				
48300500	PCC SHOULDERS 10	SQ YD	148.000				
60255500	MAN ADJUST	EACH	3.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64E06

State Job # - C-92-068-08 PPS NBR - 2-07260-0200

County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (18R)RS-1

 Project Number
 Route

 NHF-0310/128/
 FAP 310

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
60255800	MAN ADJ NEW T1F CL	EACH	3.000				
60260100	INLETS ADJUST	EACH	3.000				
60260500	INLETS ADJ NEW T3F&G	EACH	3.000				
60265700	VV ADJUST	EACH	5.000				
60605000	COMB CC&G TB6.24	FOOT	78.000				
60605300	COMB CC&G TB6.24 MOD	FOOT	330.000				
63200310	GUARDRAIL REMOV	FOOT	100.000				
67000400	ENGR FIELD OFFICE A	CAL MO	8.000				
67100100	MOBILIZATION	L SUM	1.000				
70100320	TRAF CONT-PROT 701422	L SUM	1.000				
70102625	TR CONT & PROT 701606	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	20.000				
70300100		FOOT	1,986.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 64E06

State Job # - C-92-068-08

PPS NBR - 2-07260-0200

County Name - ROCK ISLAND- -

Code - 161 - - District - 2 - -

Section Number - (18R)RS-1

Project Number	Route
NHF-0310/128/	FAP 310

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70301000	WORK ZONE PAVT MK REM	SQ FT	221.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	268.000				
78000200	THPL PVT MK LINE 4	FOOT	16,952.000				
78000500	THPL PVT MK LINE 8	FOOT	536.000				
78000600	THPL PVT MK LINE 12	FOOT	85.000				
78000650	THPL PVT MK LINE 24	FOOT	402.000				
78001110	PAINT PVT MK LINE 4	FOOT	2,208.000				
78100100	RAISED REFL PAVT MKR	EACH	118.000				
88600400	DET LOOP SPL	FOOT	1,235.000				

CONTRACT NUMBER	64E06
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 \$171,000.00. Sixty percent of the salary is \$102,600.00.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

C. Educational Loan

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

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

G. Debt Delinguency

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, Section 50-60(c), provides:

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

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

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

M. Disclosure of Business Operations in Iran

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

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

CERTIFICATION STATEMENT

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

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

D.

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES NO
3.	Does anyone in your organization receive more than \$102,600.00 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 \$102,600.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding e	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the ntity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is do to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	ower to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by that is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the ntity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be ad, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoing	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the x on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency p attached and are r	If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Affi	If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois ending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Idicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms nice.
	e bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. The following letting items incorporate the said forms by reference:

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
egal Address		
city, State, Zip		
elephone Number	Email Address	Fax Number (if available)
also as of the later water as of the later	in Face in the Continue	50.05 of the III's a Process of Oak
sclosure of the information contained in the CS 500). Vendors desiring to enter into a tential conflict of interest information as a blicly available contract file. This Form intracts. A publicly traded company may requirements set forth in Form A. See	a contract with the State of Illinois specified in this Disclosure Form. A must be completed for bids in early submit a 10K disclosure (or early submit a 10K disclosure)	must disclose the financial information This information shall become part of excess of \$10,000, and for all open-en
•	OSURE OF FINANCIAL INFORM	<u>MATION</u>
Disclosure of Financial Information. Perms of ownership or distributive income s 102,600.00 (60% of the Governor's salary eparate Disclosure Form A for each income FOR INDIVIDUAL (type or print informa	hare in excess of 5%, or an interest as of 7/1/07). (Make copies of this lividual meeting these requireme	which has a value of more than s form as necessary and attach a
FOR INDIVIDUAL (type or print informa	tion)	
NAME:		
ADDRESS		
Type of ownership/distributable inco	me share:	
stock sole proprietorship		other: (explain on separate sheet):
% or \$ value of ownership/distributable i		Other. (explain on separate sheet).
·		
 Disclosure of Potential Conflicts of In octential conflict of interest relationships ap lescribe. 		
(a) State employment, currently or in	the previous 3 years, including cont	ractual employment of services. YesNo
If your answer is yes, please answ	er each of the following questions.	
Are you currently an office Highway Authority?	er or employee of either the Capitol	Development Board or the Illinois Toll YesNo
currently appointed to or e exceeds \$102,600.00, (6)	ed to or employed by any agency employed by any agency of the State 0% of the Governor's salary as of 7 employed and your annual salary.	

3.	If you are currently appointed to or employed by any agency salary exceeds \$102,600.00, (60% of the Governor's salary (i) more than 7 1/2% of the total distributable income of y corporation, or (ii) an amount in excess of the salary of the G	as of 7/1/07) are you entitled to receive your firm, partnership, association or
4.	If you are currently appointed to or employed by any agency salary exceeds \$102,600.00, (60% of the Governor's salary or minor children entitled to receive (i) more than 15% in agg of your firm, partnership, association or corporation, or (ii) a salary of the Governor?	as of 7/1/07) are you and your spouse gregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, include previous 2 years.	ding contractual employment for services
	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or en Board or the Illinois Toll Highway Authority?	nployee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed to or of Illinois? If your spouse or minor children is/are currently appeared of the State of Illinois, and his/her annual salary excording salary as of 7/1/07) provide the name of the spour of the State agency for which he/she is employed and his/her annual salary excording the State agency for which he/she is employed and his/her annual salary excording the state agency for which he/she is employed and his/her annual salary excording the salary excor	ppointed to or employed by any ceeds \$102,600.00, (60% of the use and/or minor children, the name
	If your spouse or any minor children is/are currently appointed State of Illinois, and his/her annual salary exceeds \$102,600 as of 7/1/07) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an amo Governor?	.00, (60% of the salary of the Governor of the total distributable income of your
	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$102,600.07/1/07) are you and your spouse or any minor children entitled aggregate of the total distributable income from your firm, part (ii) an amount in excess of 2 times the salary of the Governor?	00, (60% of the Governor's salary as of d to receive (i) more than 15% in the nership, association or corporation, or
		Yes No
unit of I	e status; the holding of elective office of the State of Illinois, the ocal government authorized by the Constitution of the State ocurrently or in the previous 3 years.	
` '	nship to anyone holding elective office currently or in the previous daughter.	ous 2 years; spouse, father, mother, YesNo
America of the S	tive office; the holding of any appointive government office of to a, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years.	on of the State of Illinois or the statues
. ,	nship to anyone holding appointive office currently or in the predaughter.	evious 2 years; spouse, father, mother, YesNo
(g) Employ	ment, currently or in the previous 3 years, as or by any register	ered lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spous son, or daughter. YesNo	
(i) Compensated employment, currently or in the previous 3 years, by any registered elect committee registered with the Secretary of State or any county clerk of the State of Illinoi action committee registered with either the Secretary of State or the Federal Board of Ele Yes No.	s, or any political ctions.
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensate last 2 years by any registered election or re-election committee registered with the Secret county clerk of the State of Illinois, or any political action committee registered with either State or the Federal Board of Elections.	ary of State or any of the Secretary of
Yes No	· _
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous	page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the crite require the completion of this Form A.	ria that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the pre	vious page.
Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if availab	le)
Disclosure of the information contain	ned 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 Fo	rm B must
be completed for bids in excess of \$	10,000, and for all open-ended c	ontracts.	
DISCLOSURE OF	OTHER CONTRACTS AND PRO	CUREMENT RELATED INFO	RMATION
1. Identifying Other Contracts & has any pending contracts (including any other State of Illinois agency: If "No" is checked, the bidder only	ng leases), bids, proposals, or oth Yes No	her ongoing procurement relati	onship with
2. If "Yes" is checked. Identify earlinformation such as bid or project in INSTRUCTIONS:			
ī	THE FOLLOWING STATEMENT	MUST BE CHECKED	
	Signature of Authorized Repre	esentative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



PART I. IDENTIFICATION

Contract No. 64E06 ROCK ISLAND County Section (18R)RS-1 Project NHF-0310(128) Route FAP 310 District 2 Construction Funds

Dept. Human Rights #						Duration of Project:												
Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder hark is to be	as analyz perform	ed mir ed, an	d for th	ne locati	ons fro	m whic	h the bi	dder re	cruits	employe	es, and he	ereby s	ubm	its the follo	owing cont	g workfo	
		TOTA	AL Wo	rkforce	Project	tion for	Contra	act						(CURRENT	ЕМ	PLOYE	ES .
				MIN	ORITY I	EMPLO	YEES			TRA	AINEES				TO BE		-	
JOB	_	TAL	l		*OTHER			APPREN- ON THE JOB					TOTAL			MINORITY		
CATEGORIES	EMPLO M	OYEES F	BLACK HISPANIC M F M F		ANIC F	MINOR.		TICES M F		TRAINEES F		EMPLO M		OYEES F		M F		
OFFICIALS (MANAGERS)	IVI	'	IVI		IVI	'	IVI	ı	IVI		IVI	ı		IVI	·		IVI	'
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																Ī		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																Ī		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
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TRAINING	M	F	М	F	М	F	М	F	_									
APPRENTICES																		
ON THE JOB TRAINEES																		
	ther minorit										L				BC 1256 (Rev	12/11/0	18)

Contract No. 64E06 ROCK ISLAND County Section (18R)RS-1 Project NHF-0310(128) Route FAP 310 District 2 Construction Funds

B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the

PART II. WORKFORCE PROJECTION - continued

	event	the undersigned bidder is awarded this contract.							
	The up	ndersigned bidder projects that: (number) new hires would cruited 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.	Includ	led in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the signed bidder as well as a projection of numbers of persons to be employed by subcontractors.							
	The undersigned bidder estimates that (number) persons to be directly employed by the prime contractor and that (number) persons to employed by subcontractors.								
PART	III. AFF	FIRMATIVE ACTION PLAN							
A.	utilizatin any comm (geare utilizat	ndersigned bidder understands and agrees that in the event the foregoing minority and female employee tion projection included under PART II is determined to be an underutilization of minority persons or women job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to rencement of work, develop and submit a written Affirmative Action Plan including a specific timetable ed to the completion stages of the contract) whereby deficiencies in minority and/or female employee tion are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and epartment of Human Rights.							
B.	submi	ndersigned bidder understands and agrees that the minority and female employee utilization projection itted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed part of the contract specifications.							
Comp	any	Telephone Number							
Addre	ss								
		NOTICE REGARDING SIGNATURE							
		signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to only if revisions are required.							
Signat	ure: 🗌	Title: Date:							
Instructi	ions:	All tables must include subcontractor personnel in addition to prime contractor personnel.							
Table A		Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.							
Table B	-	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.							
Table C	: -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.							

ADDITIONAL FEDERAL REQUIREMENTS

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

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

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

Contract No. 64E06 ROCK ISLAND County Section (18R)RS-1 Project NHF-0310(128) Route FAP 310 District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

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

Illinois Department of Transportation

Return with Bid

Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

		Item No.
		Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We		
,		
as PRINCIPAL, and		
as PRINCIPAL, and		
		as SURETY, are
held jointly, severally and firmly bound unto the STATE of specified in Article 102.09 of the "Standard Specifications find the lesser sum, well and truly to be paid unto said STA administrators, successors and assigns.	or Road and Bridge Construc	ction" in effect on the date of invitation for bids, whichever
THE CONDITION OF THE FOREGOING OBLIGATIO STATE OF ILLINOIS, acting through the Department of Number and Letting Date indicated above.		• •
NOW, THEREFORE, if the Department shall accept to and as specified in the bidding and contract documents, surfater award by the Department, the PRINCIPAL shall enter including evidence of the required insurance coverages a performance of such contract and for the prompt payment of the PRINCIPAL to make the required DBE submission of Department the difference not to exceed the penalty hereof the Department may contract with another party to perform otherwise, it shall remain in full force and effect.	ubmit a DBE Utilization Plan to ir into a contract in accordance and providing such bond as of labor and material furnished ir to enter into such contract a of between the amount specifi	that is accepted and approved by the Department; and if, ce with the terms of the bidding and contract documents specified with good and sufficient surety for the faithfuld in the prosecution thereof; or if, in the event of the failure and to give the specified bond, the PRINCIPAL pays to the fied in the bid proposal and such larger amount for which
IN THE EVENT the Department determines the PRIN paragraph, then Surety shall pay the penal sum to the Department within such period of time, the Department may be expenses, including attorney's fees, incurred in any litigation	artment within fifteen (15) day	s of written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its
In TESTIMONY WHEREOF, the said PRINCIPAL an	d the said SURETY have cau	ised this instrument to be signed by
		• •
		A.D.,
PRINCIPAL		
(Company Name)		(Company Name)
By:	Ву:	
By: (Signature & Title)		(Signature of Attorney-in-Fact)
Notary Certification for Principal and Surety		
STATE OF ILLINOIS, County of		
I,	a Notary Pui	blic in and for said County, do hereby certify that
',		blic in and for said dounty, do noteby certify that
(Insert names of individual	and and duals signing on behalf of PRI	INCIPAL & SURFTY)
who are each personally known to me to be the same pers and SURETY, appeared before me this day in person and and voluntary act for the uses and purposes therein set fort	ons whose names are subscracknowledged respectively, the	ribed to the foregoing instrument on behalf of PRINCIPAL
Given under my hand and notarial seal this	day of	A.D
My commission expires		
		Notary Public
In lieu of completing the above section of the Proposal B marking the check box next to the Signature and Title line and the Principal and Surety are firmly bound unto the State	below, the Principal is ensur	ring the identified electronic bid bond has been executed
Electronic Bid Bond ID# Company / Bi	idder Name	Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:	
Address:	
Phone No.	

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

Contract No. 64E06
ROCK ISLAND County
Section (18R)RS-1
Project NHF-0310(128)
Route FAP 310
District 2 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., August 1, 2008. 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. 64E06
ROCK ISLAND County
Section (18R)RS-1
Project NHF-0310(128)
Route FAP 310
District 2 Construction Funds

0.6 mile of patching and resurfacing on U.S. Route 67 from 3rd Avenue to north of 10th Avenue in Milan.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

FAP Route 310 (US 67) Project NHF-0310 (128) Section (18R)RS-1 Rock Island County Contract #64E06

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-08)

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FAP Route 310 (US 67) Project NHF-0310 (128) Section (18R)RS-1 Rock Island County Contract #64E06

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 310 (US 67), Project NHF-0310 (128), Section (18R)RS-1, Rock Island County, Contract #64E06, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

US 67 from 3rd Avenue to 10th Avenue in Milan.

DESCRIPTION OF PROJECT

Patching and hot-mix asphalt resurfacing.

TRAFFIC CONTROL PLAN

Effective January 14, 1999

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

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

Standards:

701101 701311 701422 701426 701601 701606 701701 701901

Details:

District Standard 91.2 District Standard 94.2

Signs:

No bracing shall be allowed on post-mounted signs.

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

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

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

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

"UNEVEN LANES" W8-11(O)48 signs shall be installed at 2 mile intervals or as directed by the Engineer on roadways where the posted speed limit is greater than 40 mph.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 2 mile intervals or as directed by the Engineer.

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

The LOOSE GRAVEL (W8-7(O)48) signs with an advisory speed of 35 mph (W13-1L(O)2424) shall be erected when the aggregate has been placed and the road is open to traffic. These signs shall be erected a minimum of 500 feet preceding the start of the condition and shall have an amber flashing light attached if up during hours of darkness.

All signs in Traffic Control Standards 701422 and 701606 must be post mounted excluding "Flagger" sign. If a closure is removed for the weekend, it is the Contractor's responsibility to cover the signs that are not in use. When the closure is re-erected, the Contractor must uncover the signs. This is included in the cost of Traffic Control Standard 701422 and 701606.

Devices:

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

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

Due to the 11 foot traffic lanes, the Contractor will only be allowed to place barricades beyond the centerline in the closed lane during the work operations for Hot-Mix asphalt prime coat and subsequent resurfacing and must provide a minimum 10' lane at all times. The Contractor has the option to use reflectorized cones for nighttime lane closures, however, the Contractor must provide a dedicated Contractor's representative to maintain the traffic control during all nonwork hours and must be on-site. To satisfy this traffic control, no additional costs will be incurred by the Department.

Lights:

Steady burn mono-directional lights are required on devices delineating a drop-off.

Flaggers:

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

In addition to the flaggers shown on applicable standards, on major sideroads listed below, flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be 4th Avenue and 10th Avenue. A flagger shall also be required for the left turn lane on SB US 67.

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

When required by the Resident Engineer, flaggers shall be considered included in the cost of the Traffic Control and Protection Standard being utilized.

Pavement Marking:

All temporary pavement markings that will be operational during the winter months (December through March) shall be paint.

<u>Traffic Control and Protection Standard 701601 & 701422</u>: This work shall be done according to Standard 701601 and Section 701 of the Standard Specifications. The Contractor shall be required to install the 701601 two (2) calendar days in advance of the areas to be patched for the protection of the State personnel laying out the locations for pavement patching.

The barricades as shown in Standard 701601 shall not encroach on the lane open to traffic at any time. See Maintenance of Traffic below for exceptions to this.

This work shall be included in the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION STANDARD 701601.

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

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

These additional devices shall be paid for as part of Traffic Control and Protection Standard 701601 and not as an addition to the contract.

<u>Traffic Control and Protection Standard 701606:</u> At Airport Road and US 67 intersection, advanced warning signs not fitting on the north/south section at the minimum spacing shown on Standard 701606 shall be placed on both legs of the "T" and have arrows below the signs (W1-6(O)3618)

<u>Traffic Control for Road Closure</u>: The frontage road in the northeast quadrant of US 67 and 10th Ave shall be closed according to the Road Closure Standard and Section 701 of the Standard Specifications. This closure will only be allowed at this location when patching of the

return and replacement of curb and gutter at that same location is taking place. One week shall be allowed for this closure and roadway must be open over the weekend. Road can be closed at 9am on a Monday and must be opened back up by Friday at 3pm.

5th Ave at US 67 shall be closed for shoulder replacement and manhole adjust is being done at this location. This closure will only be allowed for one week per activity and not allowed over a weekend. Road can be closed at 9am on a Monday and must be opened back up by Friday at 3pm.

Before Road Closures, the Contractor shall notify the City of Milan (309/787-8530), the emergency response agencies, bus companies, and on the frontage road, and provide the Department of Transportation with a written media notification of the road closure a minimum of ten business days (2 weeks) prior to closing the road. The media notification shall list the time and date of the closure, effective times of the closure, and time and date of opening. This media notification shall be delivered to and reviewed by the District Office, who will then distribute to local media outlets. No additional cost shall be added for sideroad traffic control.

If the Contractor fails to complete the work sufficiently such that the road closures are not removed prior to Friday at 3pm and the roadway cannot be used for two-way traffic by the above completion date, the Contractor shall be charged liquidated damages by the Department of TWO THOUSAND DOLLARS (\$2,000) a day for each day the road is not open to two-way traffic and all items of work noted above are not completed. If in the event additional traffic control and protection is required to open the road or after the road is open to traffic, it shall be at the Contractor's expense.

"ROAD CLOSED AHEAD" (W20-3(O)-48) with flasher and the appropriate arrow plate (W1-6(O)-36x18 or W1-7(O)-36x18 shall be required on all side roads within the limits of the mainline "ROAD CLOSED AHEAD" signs.

No sideroads shall be considered Condition I Major sideroad closures for signing as shown on the District Standard Traffic Control for Road Closure Detail.

Signing and devices required to close the road, according to the Traffic Control for Road Closure detail and contained herein, shall be the responsibility of the Contractor.

This work shall be paid for at the contract unit price per Lump Sum of Traffic Control for Road Closure. There will be one lump sum for the entire job which shall include the closure for the frontage road and for 5th Ave.

<u>Maintenance of Traffic</u>: When the roadway is not closed and/or Standard 701601 or 701606 are not in effect, the mainline shall be kept open to two-way traffic at all times during working hours and two-way traffic during non-working hours.

Traffic shall be maintained using Traffic Control and Protection Standard 701601.

The mainline shall be kept open to one lane of traffic in each direction at all times during working hours and during non-working hours.

The Contractor shall be required to notify the Rock Island County Highway Department, the corresponding Township Commissioner, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall be required to notify the Rock Island County Highway Department and/or corresponding Township Commissioner for any sideroad closure or opening.

The sawing of patches, resurfacing and placing of shoulder aggregate shall be completed using Traffic Control and Protection Standard 701601 and 701606.

The pavement patch removal and replacement shall be completed using Traffic Control and Protection Standard 701601 and 701606.

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

The resurfacing and placing of shoulder aggregate shall be completed using Traffic Control and Protection Standard 701601 and 701606.

Placing and removing pavement marking shall be completed using Traffic Control and Protection Standard 701601 and 701606.

After the pavement has been removed at the northeast quadrant of US 67 and 10th Ave, the contractor shall be allowed to utilize an aggregate driving surface for a maximum of two consecutive calendar days before the concrete pavement is replaced with a patch. The aggregate surface shall be a minimum of 10" in thickness and consist of either CA 6 or CA 10. The aggregate surface shall be flush with the adjacent pavement and curb and gutter. The aggregate surface shall not be allowed as the driving surface over the weekend. The cost of placing and removing the aggregate surface shall be included in the cost of the Portland Cement Concrete Class B patches.

COMPACTION OF POLYMERIZED HOT-MIX ASPHALT CONCRETE

Effective January 16, 2002

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

HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

Effective February 10, 1995

This work shall consist of removing, by roto milling, with a machine and automatic grade control, according to Article 440.03 of the Standard Specifications, the necessary existing bituminous material from the existing surface at locations indicated in the plans. The purpose of grinding is to remove the rutting in the existing bituminous surface and allow resurfacing to match into the existing HMA overlay at the end of the grinding. Care shall be exercised in the removal not to gouge or damage the underlying concrete pavement.

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

GEOTECHNICAL REINFORCEMENT

Revised September 1, 2004

Biaxial Geogrid Flat Installation

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The grid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the embankment or subgrade as shown on the plans and specifications.

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

Reinforcement and Interlock

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

^{*} Resistance to in-plane rotational movement measured by applying a 20 kg-cm moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter (U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity).

** Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November, 1977.

Structural Integrity:

■ Flexural Stiffness ASTM D-5732–95 *** 0.2 in.-lb. (Min.)

Junction Efficiency
 GRI GG2-87****
 90% (Min.)

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

Load transfer capability measured via GRI-GG2-87. Expressed as a percentage of ultimate tensile strength.

Material

Polypropylene ASTM D 1401 98% (Min.)

Group I/Class 1/Grade 2

Carbon Black ASTM 4218 0.5% (Min.)

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

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

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

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

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

Installation:

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

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

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

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

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

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

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

ENGINEER'S FIELD OFFICE TYPE A

Effective: December 8, 2006

Revise Article 670.02 (i) of the Standard Specifications to read:

Provide a minimum of two (2) communication paths to each Field Office. The configuration would include (A) three (3) wireless CDMA based mobile phone connections, and (B) one (1) wireless data router with wireless data connection, encryption and WiFi capabilities to access the internet for the exclusive use of the Engineer(s). All wireless communication devices must have a single point of contact for support for the resident engineer and IDOT staff.

Each mobile phone must have the following capabilities:

- 1. A minimum of 500 anytime minutes per month
- 2. Voice Mail capabilities
- 3. On network free minutes
- 4. Unlimited Long Distance
- 5. Unlimited Roaming
- 6. Speaker Phone

Each Wireless Data Router must have the following capabilities:

Connection

- 1. CDMA wireless technology with authentication and identification system for security
- 2. CDMA based EV-DO(rev.A) transmission capabilities
- 3. EVDO (rev.A) must be backward compatible through both EVDO (rev0) and 1XRTT
- 4. Connection must be capable of Compression in order to optimize the connection speed.

Router

- 5. A minimum of four (4) Ethernet ports for wired connection
- 6. Be capable of 802.11b & g for wireless LAN Interface
- 7. Configurable ability to port data to fax capabilities through the router using efax or IP fax devices
- 8. Automatic receipt of IP addresses with DHCP server
- 9. Configurable OFDM (Orthogonal Frequency Division Multiplexing) technology

Security

- 10. Configurable capable of 64-bit or 128-bit WEP encryption, WPA-PSK authentication wireless security (WiFi Protected Access Pre-shared Key Mode)
- 11. Configurable LAN Security: NAT with DHCP, PPTP VPN Pass-through, MAC Filtering, IP Filtering, Filter Scheduling
- 12. Configurable firewall security at the router

Misc.

13. Capable of operating temperatures between 32° to 131°F (0° to 55°C)

The contractor will be responsible for the installation, connection and disconnection of all service. These communication costs shall be contracted at the lowest cost available for the region of service. Any deviation from the desired configurations shall be subject to the approval of the District Construction Engineer.

Should the contractor need technical advice on potential providers or other clarification, they can contact the Regional IT Manager at (815) 284-5495.

DETECTOR LOOP, SPECIAL

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

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

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

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

UTILITY STRUCTURES TO BE ADJUSTED

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

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

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

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

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

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

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

HOT-MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS (BMPR)

Effective: January 1, 2007 Revised: February 20, 2008

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

Definitions:

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single joint density value is determined.

Joint Density Value: The density determined at a given density test site from the average of two or potentially three readings.

Quality Control/Quality Assurance (QC/QA)

1030.05(a)(4) Replace with the following:

"Illinois-Modified ASTM 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Methods (Density Modified)"

1030.05(d)(3) Add the following paragraphs:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge (i.e. for a four inch lift the near edge of the density gauge or core barrel shall be within four inches from the edge of pavement). It shall be documented as to whether the joint was confined or unconfined.

The joint density value shall be determined using either a correlated nuclear gauge or cores. When using a correlated nuclear gauge, two one-minute density readings shall be taken at the given density test site. The gauge shall be rotated 180 degrees between readings. If the two readings are not within 1.5 lb/cu ft (23 kg/cu m) then one additional reading shall be taken. Additional density readings taken at a given site shall not be allowed to replace the original density readings unless an obvious error has occurred (i.e. the nuclear gauge was sitting on debris).

1030.05(d) (4) Add following to density control limits:

Mixture/Parameter	Joint Density Value
All HMA Mixtures	≥ 90.0%

DETECTOR LOOP, SPECIAL

This item shall consist of replacing Detector Loops, furnishing, installing and testing in accordance with Section 886 of the current "Standard Specifications for Road and Bridge Construction".

This item shall include replacing and conduit stub damage during the surface grinding process.

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

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

GUARDRAIL REMOVAL

Effective August 20, 1990

Revised August 26, 1997

This work shall be done in accordance with Section 632 of the Standard Specifications except that all removed guardrail will become the property of the Contractor.

This work will be paid for at the contract unit price per meter (foot) for GUARDRAIL REMOVAL, measured from center-to-center of end post.

CEMENT (BDE)

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

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

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

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

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

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this

Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 4.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

<u>DBE LOCATOR REFERENCES</u>. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their

interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;

- (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
- (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

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

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

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

designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

(c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

(e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

DOWEL BARS (BDE)

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

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

ENGINEER'S FIELD OFFICE TYPE A (BDE)

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

Revise Article 670.02 of the Standard Specifications to read:

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

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

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

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

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

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

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.

- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

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

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

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

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

EQUIPMENT RENTAL RATES (BDE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"CONTROL LIMITS						
Parameter	All Other					
Individual Test Moving Avg. of 4 Individual Test						
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	N/A			

2/ Allowable limit below minimum design VMA requirement"

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

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

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

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

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

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

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

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

^{1/} Based on washed ignition."

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

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

	Frequency of Tests	Frequency of Tests	Test Method	
Frequency or rests		Frequency or rests	See Manual of Test	
"Parameter	"Parameter High ESAL Mixture Low ESAL Mixture		Procedures for Materials	
Aggregate Gradation				
Hot bins for batch and continuous	1 dry gradation per day of production (either morning or afternoon sample).	1 gradation per day of production.	Illinois Procedure	
plants.	and	The first day of production shall be a washed ignition		
Individual cold-feed or combined belt-feed for drier drum plants. % passing sieves:	1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).	oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.		
1/2 in. (12.5 mm), No. 4 (4.75 mm),	Note 3.	Note 4.		
No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.			
Note 1.				
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308	
Note 2.				
Air Voids	Day's production ≥ 1200 tons:			
Bulk Specific Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312	
	Day's production < 1200 tons:			
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)			
Maximum Specific	Day's production ≥ 1200 tons:	1 per day	Illinois-Modified	
Gravity of Mixture	1 per half day of production		AASHTO T 209"	
	Day's production < 1200 tons:			
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)			

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

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

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

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

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

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

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

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

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

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

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

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

- (a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	\pm 0.4 % ^{1/}	± 0.5 %
G _{mm}	± 0.02 ^{2/}	

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

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

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

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

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

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

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

Max RAP Percentage

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

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

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

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

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

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

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

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

- (a) Dryer Drum Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

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

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

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

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

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: January 2, 2008

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

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
 - b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.

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

- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 6 (10 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars, when delivered on the job, shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When it is necessary to store epoxy coated bars outside for more than two months, they shall be protected from sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

When placed in the work the bars shall be free from dirt, detrimental scale, paint, oil, or other foreign substances. A light coating of rust will not be considered objectionable on black bars."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

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

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

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

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

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

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

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

Χ	0.490	0.475	0.485	0.530
V	0.470	0.438	0.425	0.456"

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **50** working days.

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

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

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments.

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

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

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

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

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

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

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

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

 $D = CBP_M - CBP_I$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill.

The indices will be converted from dollars per ton to dollars per lb (kg).

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

ton to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

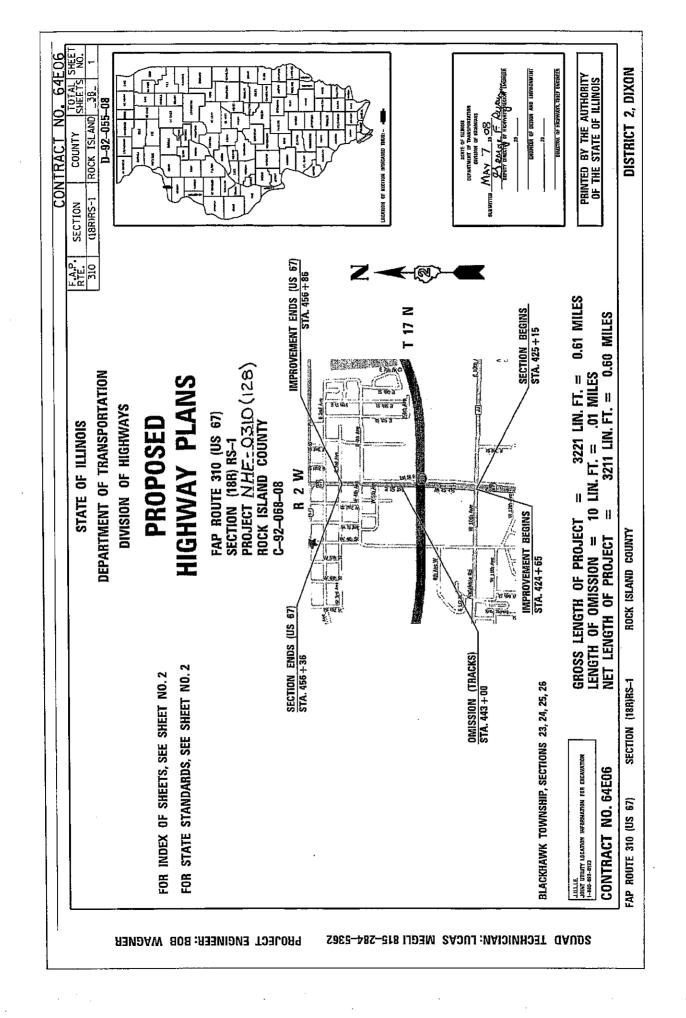
Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

Contract No.:	
Company Name:	
Contractor's Option:	
Is your company opting to include	this special provision as part of the contract plans?
Yes No	
Signature:	Date:



FAP ROUTE 310 (US 67) SECTION (18R) RS-1 ROCK ISLAND COUNTY CONTRACT 64E06 SHEET 2 OF 38

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STATE STANDARDS

000001	_	05	Standard Symbols, Abbreviations, and Patterns
001006			Decimal of an Inch and of a Foot
420001	-	07	Pavement Joints
420701	-	02	Pavement Fabric
442101	-	07	Class B Patches
483001	-	04	PCC Shoulder
604001		02	Frame and Lids Type 1
604006	-	03	Frame and Grate, Type 3
606001	-	03	Conc Curb Type B and Combo Conc C & G
701101	-	01	Typical Application of Traffic Control Standard
701311	-	02	Typical Application of Traffic Control Standard
701422	-	01	Typical Application of Traffic Control Standard
701426	-	02	Typical Applicatoin of Traffic Control Standard
701601	-	05	Typical Application of Traffic Control Standard
701606	-	05	Typical Application of Traffic Control Standard
701701	-	05	Typical Application of Traffic Control Standard
701901			Traffic Control Devices
720011			Sign Panel Mounting Details
728001			Telescoping Steel Sign Support
729001			Applications of Types A and B Metal Posts (For Signs & Markers)
780001	-	01	Typical Pavement Markings
781001	_	02	Typical Applications Raised Reflective Pavement Markers
886001			Detector Loop Installations
886006			Typical Layout for Detector Loops

FAP ROUTE 310 (US 67) SECTION (16RS)RS-1 ROCK ISLAND COUNTY CONTACT 64ED6 SHEET 3 OF 38

SUMMARY OF QUANTITES

			URBAN	0001
 CODE	ITEM	TIND	TOTAL	80% FED / 20% STATE
40600200	BITUMINOUS MATERIALS (PRIME COAT)	NOT	13.4	13.4
 40600300	AGGREGATE (PRIME COAT)	TON	35	35
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	NOT	40	40
40600535	LEVELING BINDER (HAND METHOD), N70	NOT	100	100
40600837	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N70	NOT	2,246	2,246
 40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	737	737
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SQ YD	1,122	1,122
40600990	TEMPORARY RAMP	SQ YD	424	424
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	229	229
40603540	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,797	1,797
40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	106	106
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	51	51
44000100	PAVEMENT REMOVAL	SQ YD	148	148
44000198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	1,043	1,043
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	51	51
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	408	408
 44200970	CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	858	858.0
44200974	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	233	233
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	1,283	1,283
44213100	PAVEMENT FABRIC	SQ YD	1,542	1,542

FAP ROUTE 310 (US 67) SECTION (18RS)RS-1 ROCK ISLAND COUNTY CONTACT 64E06 SHEET 4 OF 38

SUMMARY OF QUANTITES

			URBAN	1000
CODE	ITEM	UNIT	TOTAL	80% FED / 20% STATE
44213200	SAW CUTS	FOOT	990'6	9,065
48101200	AGGREGATE SHOULDERS, TYPE B	TON	795	795
48300500	PORTLAND CEMENT CONCRETE SHOULDER 10"	SQYD	148	148
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	78	78
60605300	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (MODIFIED)	FOOT	330	330
60255500	MANHOLES TO BE ADJUSTED	ЕАСН	3	8
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	ဗ	3
60260100	INLETS TO BE ADJUSTED	EACH	3	8
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	3	8
60265700	VALVE VAULTS TO BE ADJUSTED	ЕАСН	2	2
63200310	GUARDRAIL REMOVAL	FOOT	100	100
67000400	ENGINEERS FIELD OFFICE, TYPE A	CAL MO	Φ	8
67100100	MOBILIZATION	T SUM	-	1
70100320	TRAFFIC CONTROL AND PROTECTION, STANDARD 701422	MUS J	-	1
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	MUS J	1	1
70102630	TRAFFIC CONTROL AND PROTECTION, STANDARD 701601	L SUM	-	1
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	-	1
70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	20	20
70300100	SHORT-TERM PAVEMENT MARKING	FOOT	1,986	1,986
		-		

FAP ROUTE 310 (US 67) SECTION (18RS)RS-1 ROCK ISLAND COUNTY CONTACT 64E06 SHEET 5 OF 38

SUMMARY OF QUANTITES

				URBAN	1000
	CODE	ITEM	UNIT	TOTAL	80% FED / 20% STATE
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQFT	221	221
*	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	268	268
*	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	16,952	16,952
*	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	536	536
*	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	85	85
*	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	402	402
*	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	2,208	2,208
*	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	118	118
	88600400	DETECTOR LOOP, SPECIAL	FOOT	1,235	1,235
	X7013015	TRAFFIC CONTROL FOR ROAD CLOSURE	T SUM		-
	20017100	DOWEL BARS	EACH	3,032	3,032
	20075300	TIE BARS	EACH	316	316
	Z0028415	GEOTECHNICAL REINFORCEMENT	SQ YD	445	445
	20028700	GRANULAR SUBGRADE REPLACEMENT	CU YD	74	74
	Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	MUS J	1	_
		* SPECIALTY ITEMS			

SHEET 6 OF 38

GENERAL NOTES

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

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

All mandatory joint sealing for Class A, Class B, and Class B (Hinge Jointed) patches as shown on the plans will not be measured for payment. Optional sawing of the joint for the sealant reservoir will not be measured for payment.

For all concrete patching that will not be resurfaced, the concrete shall be struck off flush with the existing pavement surface at each end of the patch.

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

The mandatory saw cuts for pavement patching are:

<u>Class A Patch</u>: Cut two transverse saw cuts at each end of the patch; one full depth and one partial depth. The longitudinal edges of the patch shall be cut full depth. When the patch is adjacent to a pcc shoulder, two saw cuts along the shoulder will be required.

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

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

The minimum patch dimension for full-depth patches will be 1.2 m (four feet) and half-lane width. Half-lane patches shall be confined to the outside edges of the pavement.

The following Mixture Requirements are applicable for this project:

Mixture Uses(s):	Surface	Top Shoulder	Level Binder (MM)
PG:	SBS PG 70-22	PG 58-22	SBS PG 70-22
Design Air Voids	4.0 @ N70	3 @ N50	4.0 @ N70
Mixture Composition (Gradation Mixture)	IL 9.5 or 12.5	IL 9.5 or 12.5	IL 9.5
Friction Aggregate	D	С	N/A
20 Year ESAL	3.2	3.2	
Mix Unit Weight	112 lbs/sy/in	112 lbs/sy/in	112 lbs/sy/in

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

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

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

All frames and grates of drainage structures to be removed or filled shall be carefully salvaged and shall remain the property of IDOT.

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

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

- 1. All words, such as ONLY, shall be 2.4 m (8 feet) high.
- 2. All non-freeway arrows shall be the large size.
- 3. The distance between yellow no-passing lines shall be 200 mm (8"), not 180 mm (7") as shown in the detail of Typical Lane and Edge Lines.

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

AT&T Village of Milan City of Rock Island MidAmerican Energy Co. Mediacom

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

Final striping shall be placed per plans, field verification, and standards. If discrepancies arise prior to placing final striping, contact Kurt Glazier at 815/284-5478.

The Resident Engineer shall notify Scott Kullerstrand, District Operations Engineer, at 815/284-5468 prior to removal of the existing traffic signal timing and troubleshoot any problems. District shall include City of Milan in all traffic issues.

Prior detector loop installation and final striping at 4th Avenue E, IDOT Bureau of Operations Scott Kullerstrand (815) 284-5468 (loops) and Kurt Glazier (815) 284-5478 (striping) must be contacted before said work is performed. The City of Milan must also be contacted prior to work.

During construction of curb and gutter replacement and shoulder replacement, access must be maintained at all times at the businesses. Shoulder and curb replacement will have to be staged.

Contractor shall use PP-2 or PP-3 at these locations. Allowing access to these items of work per Article 701.17(e)(3)(b).

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

Work on this project will be in progress at the same time as work on the construction of turn lanes into the HyVee off of US 67. Work on these projects shall be scheduled to keep interference between all the projects to a minimum. The contractors shall inform each other of progress of the projects and give fair warning to the other contractors when a problem might be encountered.

All patching operations, placing of Mixture for Cracks, Joints and Flangeways, and Leveling Binder (Hand Method), N70 shall be completed before November 15, 2008. No curb and gutter or resurfacing can be started until after May 1, 2009.

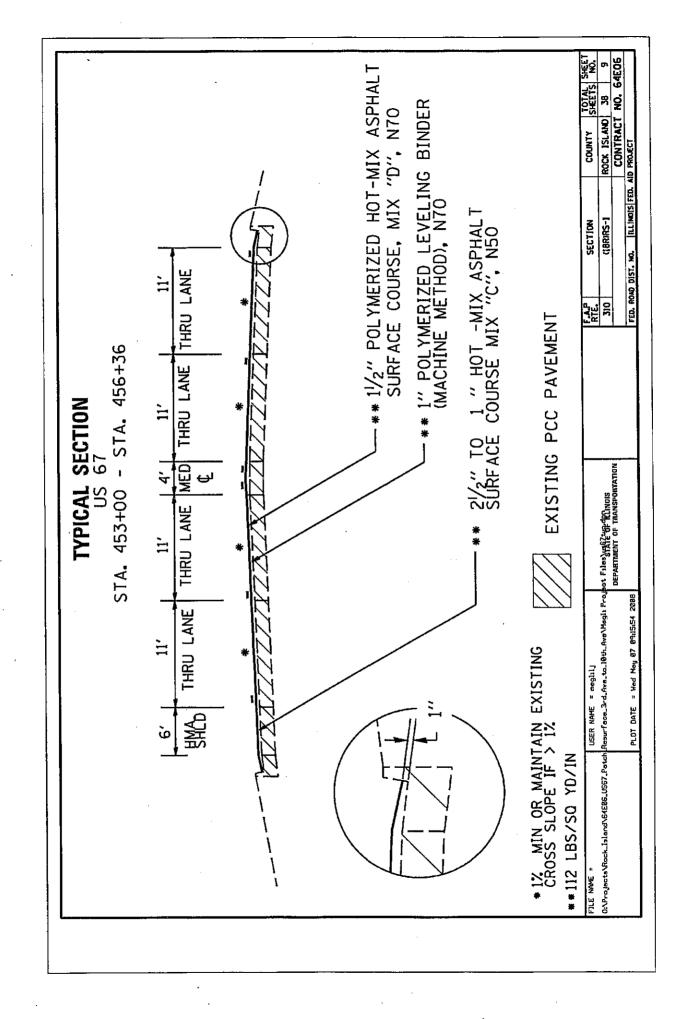
An additional quantity of Polymerized Leveling Binder (Machine Method), N70 has been added to increase the cross slope of the pavement.

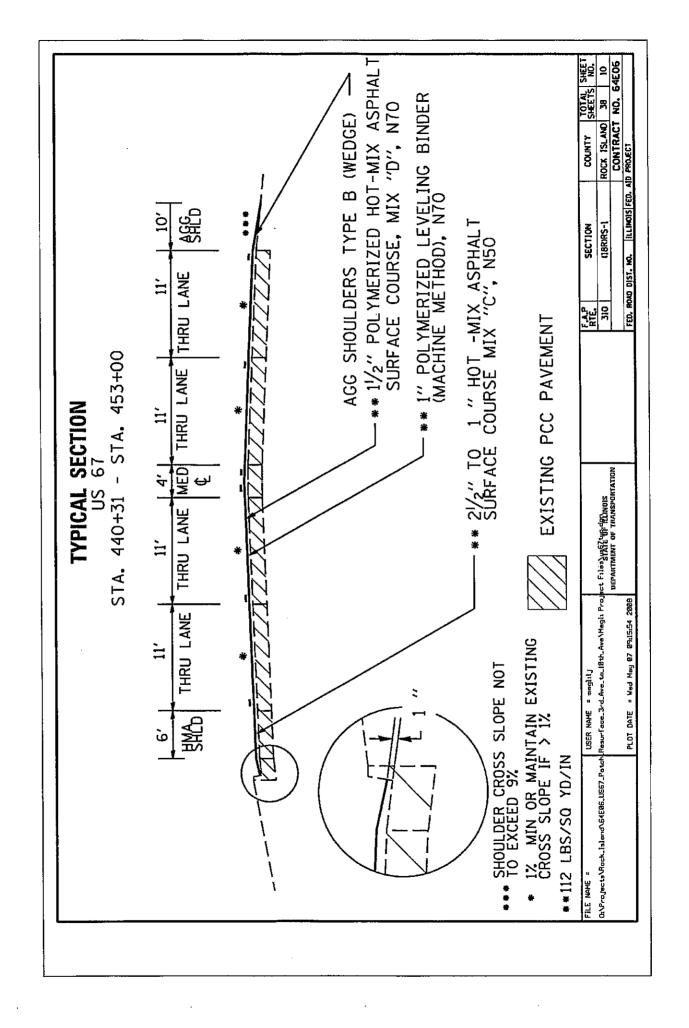
All Borrow/Waste/Use sites must be approved by the Department prior to removing any material from the project or initiating any earthmoving activities, including temporary stockpiling outside the limits of construction.

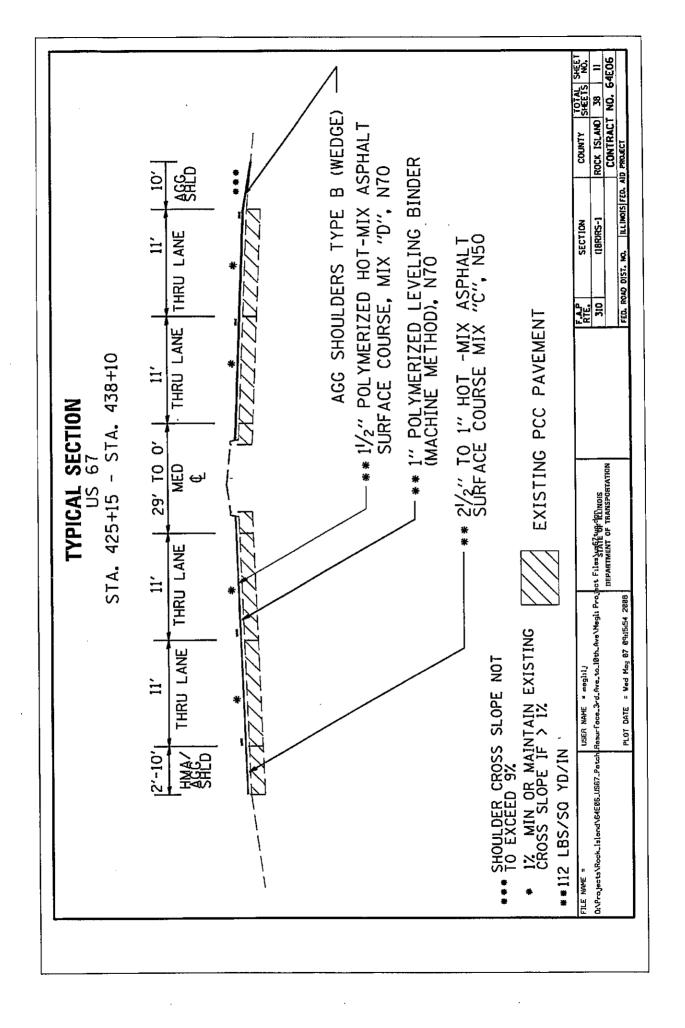
Seven (7) days prior to any work that may affect the operation of the Detector Loops and for signal timing adjustments to be made for the construction period, notice shall be given to Scott Kullerstrand (815/284-5468) at the Illinois Department of Transportation, District 2.

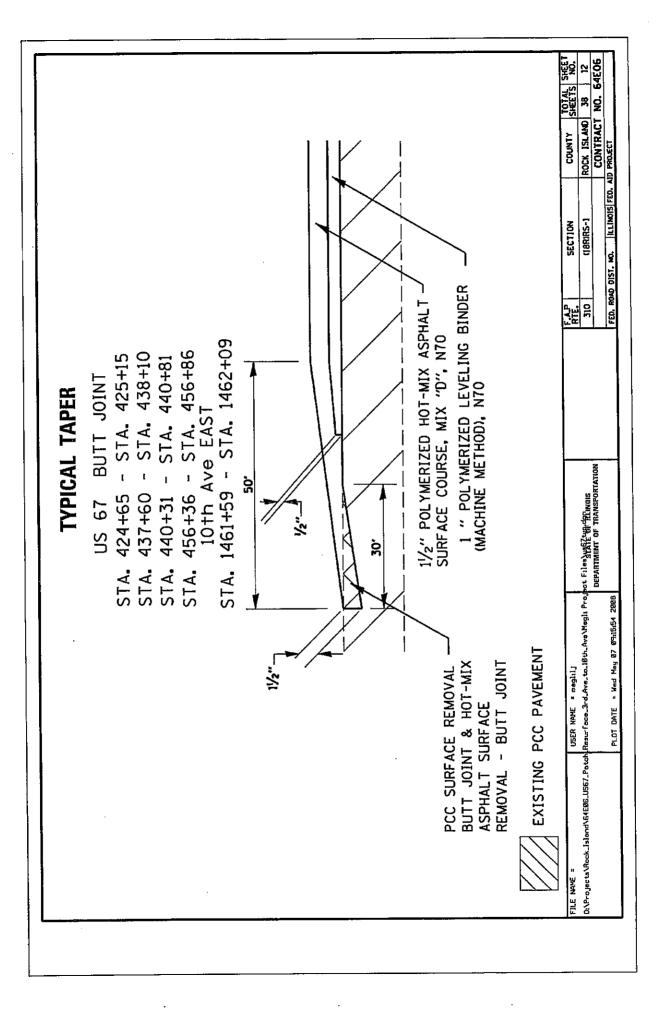
Each Detector Loop shall have an individual conduit stub.

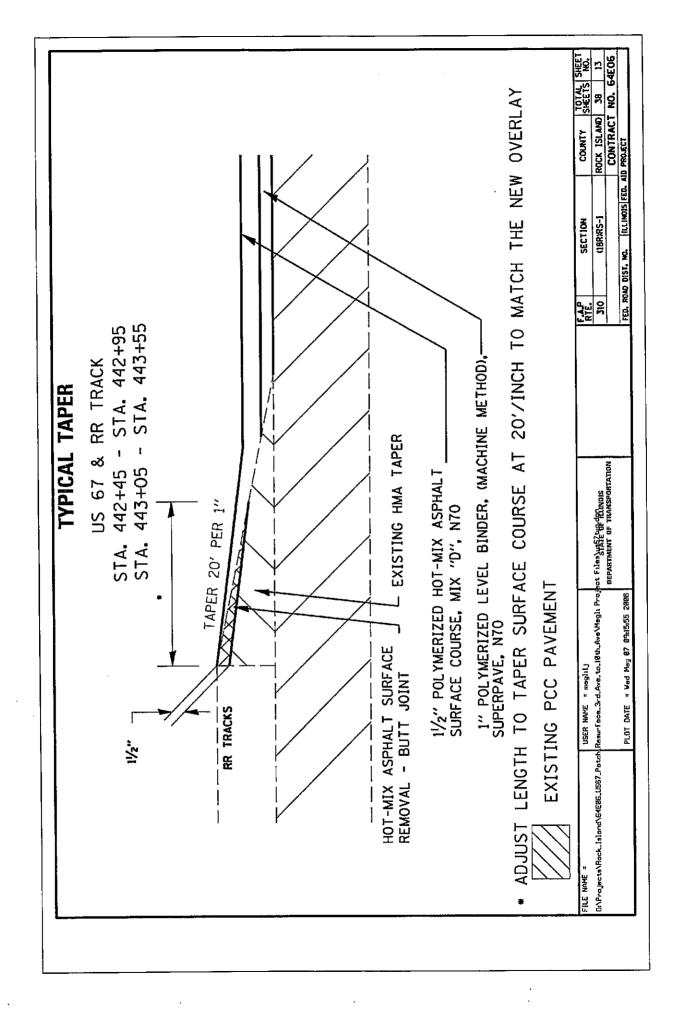
The Detector Loop Cable, from the end of the saw cut to the splice in the handhole, shall be considered incidental to the cost of the DETECTOR LOOP.

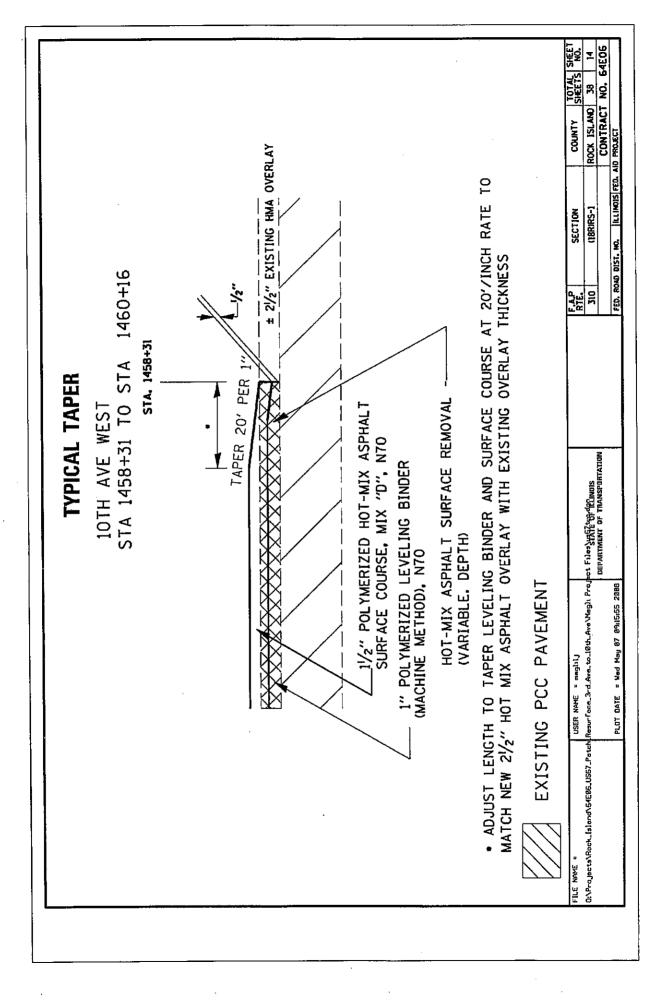












FAP 310 (US 67) SECTION (18R)RS-1 ROCK ISLAND COUNTY CONTRACT 64606 SHEET 15 OF 38

HOT-MIX ASPHALT SCHEDULE

40600837	Polymerized Level Binder (MM)	N70	Ton		88.2	88.2	84.3	70.8	461.0	\(\frac{1}{2}\)	147.8	1	27.700	7.677		8.0	55.1	27.3	63.2	1.3	19.8				84.0	264.2										2245.5
40603540	Polymerized HMA Surf Cea	Mix "D", N70	Ton		90,	70.6	67.4	56.6	368.8		118.3	G LAY	445.8	180.1		6.4	44.1	21.8	50.6	1.0	15.8				67.2	211.3		i								1796.4
40603310	HMA	0	Ton																		42.2	1	186.3													228.5
70301000	Work Zone Pavement	Removal	SqFt	;	13.5	5.6	12.9	7.9	58.5	!	17.6	000	66.3	7,02			6.2	6.2													-					220.6
70300100	Short	Marking	Foot		121.5	50.4	116.1	71.4	526.8		158.4	ľ	597.0	231.6			56.0	56.0																		1985.2
40800050	incidental HMA	Surracing	Ton																								26.1	c i	7.62	14.0		6.7	40.8	13.9		126.7
40500300	Agg Prime	Coat	Ton		.3	1.3	12	1.0	6.6		2.1		8.0	3.2		0.1	0.8	0.4	0.0	0.0	0.3		1.6		1.2	3.8	0.2	c	7 O	0.1		0.1	0.4	0.4		35.0
40600200	Bit Materials Prime	Coat (2 Applications)	Ton		0.48	0.48	0.46	0.39	2.51		0.81		3.04	1.23		0.04	0.30	0.15	0.34	0.01	0.11		0.69		0.46	1.44	0.00	000	0.09	0.05		0.02	0.14	0.05		13.4
	74		Sq Yd		840	840	803	674	4390		1408	1	5307	2144		9/	525	260	602	12	188	!	1210		800	2516	156	1	מני	83		40	243	8	}	23350
	Prop	Surface	Width		26	90	95	26-45	45		48		48	20		7	Varies	12	7	2	11		80		170-32	170-34	68-44	i d	72-35	42-17		50-40	70-120	68.37	3	
	=	Length			135	84	129	119	878		264		395	386		98		195	270	55	154		1361		72	222	25	į	cz	25		&	23	14	-	
		Kemarks			4 thru & Lt turn	intersection	4 thru & Lt turn	Lt turn taper	4 thru		4 thru & med		4 thru & med	4 thru & med *	* C&G on Rt	HyVee Ent SB	HyVee T.L. NB	HyVee Ent	HyVee Ent	SB Shidr	median x-over		SB Shidr, C&G		Return	Return	Retum		Кетит	Return		Return	Return	Refitt		
		Location			0	426 + 0 - 426 + 84	426 + 84 - 428 + 13 4	428 + 13 - 429 + 32	429 + 32 - 438 + 10	s Omission	440 + 31 - 442 + 95	ld Omission	+ 5 - 453 + 0	453 + 0 - 456 + 86 4		+ 92 - 432 + 90	- 433 + 50	432 + 90 - 434 + 85	434 + 85 - 437 + 55	- 438 +	436 + 83 - 438 + 37		443 + 25 - 456 + 86 8	مارين تا داري	Oth Ave (East) 1458+31 to 1460+59	10th Ave (West) 1461+37 to 1462+09	437 + 71 Front Rd RT		440 + 84 Front Kd Kl	442 + 23 CELT		5th Ave (West)	4th Ave (East)	4th Ave (Meet)	(55.1)	TOTAL
					Sta	Sta	Sta	Sta	Sta		Sta		Sta	Sta		Sta	Sta	Sta	Sta	Sta	Sta		Sta		10th Av	10th Av	Sta		Sta	Sta						

CLASS B PATCHING

FAP ROUTE 310 (US 67)
SECTION (18R)RS-1
ROCK ISLAND COUNTY
CONTRACT # 64E06
SHEET 16 OF 38

11 FEET	11 FEET LANE WIDTH			4420	44200970	4420	44200974	442(44200976	44213200		\overline{a}	44213100
		LEN	LENGTH OF								DOWEL.	프 [PAVEMENT
10	000000	P/	PATCH NEIDE LANE OUTSIDE LANE	TYPE IN OIL	TYPE 2	TY N HOISIN		INSIDE LN	TYPE 4 N OUTSIDE LN	SAWING (3W+?L)	BARS		FABRIC
NO I A I O	KEINIARAS	(feet)	(feet)	(yd²)	(yď²)	(yd²)	(yd²) (yd²)	(yd²)	(yd²)		(each)	(each)	(yd²)
	US 67 NORTH BOUND												
425 + 3		9	9	7.3	7.3					96			
+	Lt Tum Ln	9		7.3						51			
425 + 21		8	θ	9.8	7.3					102			
426 + 5		9	9	7.3	7.3					96			
426 + 37			9		7.3					51	18		
126 + 84			15				18.3			78			18.3
427 + 87			9		7.3					51			
		«		9.8						7.5			
429 + 00		10		12.2						63	18		
430 + 40		9		7.3						51			
431 + 32		9		7.3						51	!		
431 + 99		8	16	9.8			19.6			130			19.6
432 + 30		8	9	9.8	7.3					102			
432 + 85		9		7.3	8.6					102			
433 + 36		9	9	7.3	2.3					96			
433 + 60		9	ij.	7.3	7.3					96			
434 + 30		8	9	9.8	7.3					102			
434 + 85		9		7.3	9.8	i				102	36		
435 + 83		9		7.3	7.3					96			
436 + 80			8		9.8					57			
437 + 28		8		9.8	7.3					102			
437 + 89		9			7.3					96	36	,	
439 + 20	Butt it to Butt it under I-280	23	23					281.1	281.1	1216		114	2.295
441 + 11		8		9.8	7.3					102	36		
442 + 6		9	9	7.3	7.3					96			
443 + 00	RR Tracks									-			
444 + 7		15				18.3				8/,		4.0	27.0
444 + 66		28				6		34.2		16	9,0	2	4.50
445 + 2		18			1	22.0				0 4			24.0
445 + 23			9		6.3					5 6		o	24.4
445 + 83	ì	20				74.4				20 27	σ	0	7.1.2
446 + 23			9		6.7					2 1			
446 + 50		9		7.3						0			
447 + 76		10		12.2						63			
448 + 70		15			7.3	18.3				123			18.3
449 + 30		8			7.3				i.	102			
449 + 85		9	8	7.3	9.8					102			
450 + 81			9		7.3					5	İ		
451 + 24		9		7.3						51			
454 + 38			8		9.8) 2	18		

CLASS B PATCHING

FAP ROUTE 310 (US 67)
SECTION (18R)RS-1
ROCK ISLAND COUNTY
CONTRACT # 64E06
SHEET 17 OF 38

11 FEET	11 FEET LANE WIDTH			442	44200970	4420	44200974	442	44200976	44213200		Z0075300	Z0075300 44213100
		LENG	LENGTH OF								DOWEL	쁜	PAVEMENT
		PA	РАТСН	7	PE 2		TYPE 3	<u></u>	TYPE 4	SAWING	BARS	BARS	FABRIC
STATION	REMARKS	INSIDE LANE (feet)	INSIDE LANE OUTSIDE LANE (feet)	INSIDE L'N (yd²)	NSIDE LN OUTSIDE LN (yd²)		(yd²) (yd²)	INSIDE LN (yd²)	(yd^2) (yd^2)	(3VV+?/L) (feet)	(each)	(each)	(yd²)
	US 67 SOUTH BOUND					Ιl							
427 + 58	Lt Tum Ln	8		9.8						57	18		
+	t	9		7.3						51	18		
+	Lt Turn Ln	9		7.3						51	18		
429 + 13		9	9	7.3	7.3					96			
429 + 35		8	9	9.8						102	36		
479 + 58		9		7.3						51			
430 + 20		9		7.3						51			
431 + 20		8	9	9.8	7.3					102			
431 + 42			9							51			
432 + 40		9	8	7.3						102	36		
432 + 86		9		7.3						51			
433 + 75		17				20.8				84			20.8
434 + 61		9	9	7.3	7.3					96	36		
435 + 43			9		7.3					51			
435 + 62		9		7.3						51			
435 + 83		9		7.3						51			
436 + 30		8	9	9.6	7.3					102			
436 + 85		9	8	7.3	9.8					102			
437 + 00		23						28.1		102		11	28.1
439 + 20	Butt it to Butt it under I-280	230	230					281.1	281.1	1216	(,)	114	562.2
440 + 96			15				. 18.3			78	18		18.3
443 + 00	RR Tracks												
444 + 7		9	9	7.3	_					96			
445 + 42		8	9	9.8	7.3					102			
447 + 50		9		7.3						51			
448 + 37		9		7.3						51	138		
449 + 54		24	12		14.7			29.3		162		11	29.3
449 + 82		8		9.8						57			1
450 + 18			14				17.1			(2)			
451 + 53		15	12	_	14.7	18.3				135	36		18.3
452 + 58		9	9	7.3	7.3					96			
452 + 92		9	12	6.7	14.7				•	114			
453 + 32		16				19.6				81			19.6
454 + 50		9		7.3						51			
454 + 70		9		7.3						51			
456 + 6		9	8	6.7	9.6					102			
456 + 41		9		7.3						51			
456 + 76		8		9.8						57	18		

CLASS B PATCHING

FAP ROUTE 310 (US 67)
SECTION (18R)RS-1
ROCK ISLAND COUNTY
CONTRACT # 64E06
SHEET 18 OF 38

11 FEET	11 FEET LANE WIDTH			442	44200970	442	44200974	4420	44200976	44213200	44213200 Z0017100 Z0075300 44213100	Z0075300	44213100
		LEN LEN	LENGTH OF								DOWEL	믣	PAVEMENT!
		<u>a`</u>	PATCH	ř	TYPE 2	<u>Τ</u>	TYPE 3	TYI	TYPE 4	SAWING	BARS	BARS	FABRIC
STATION	REMARKS	INSIDE LANE	NSIDE LANE OUTSIDE LANE		OUTSIDE LN	INSIDE LN	INSIDE LN OUTSIDE LN INSIDE LN OUTSIDE LN INSIDE LN OUTSIDE LN	INSIDE LN	OUTSIDE LN	(3W+7L)			
		(feet)	(feet)	(yd²)	(yd²)	(yd²)	(yd²)	(yd²)	(yd²)	(teet)	(each)	(each)	(yd²)
	10th Ave												
1458 + 36	17'Lanes	9	9	11.3	11.3					96	89		
1459 + 6		9	9	11.3	11.3					96	- 89		
1460 + 98	1460 + 98 South Median, 17' width	9	9	11.3	11.3					96	102		22.6
1461 8	North Median @ end of ramped nose	ped nose	14				17.1			75	102		22.6
1461 + 52	1461 + 52 Center of Rdway	8		9.6						25	18		
1461 + 80		_	7	8.6	8.6					101	36		
10 Th Ave. N	10 Th Ave. NE Return between Curb & Gutter and newer concrete	& Gutter and	I newer concret		it (outside 12	" of return)	pavement (outside 12' of return), odd shaped (includes additional dowel bar baskets)	(includes	additional do	owel bar ba	skets)		Ì
+		_	24						0.99	195	58	44	0.99
+		į											
			SUBTOTAL	480.0	377.3	141.8	90.4	623.9	628.2				
			TOTALS	85	857.4	23	232.2	128	1282.1	9062	3032	316	1542
											l		

40600982	HOT-MIX A	ASPHALT SURFACE REMOVAL - BUTT JT	
	<u>SQ YD</u>	LOCATION	
		US 67 - Mainline	
-	26.7	Sta. 437 + 80 - 438 + 10 (Median)	(8'x30')
	180.0	Sta. 442 + 65 - 442 + 95 RR Tracks	(54'x30')
	180.0	Sta. 443 + 05 - 443 + 35 RR Tracks	(54'x30')
	86.7	Sta. 456 + 56 - 456 + 86 N Bnd Lns Sideroads & Entrances	(26'x30')
	123.3	Sta. 437+71 Rt Frontage Rd (44'x15')+(30'x"	15')
	100.0	Sta. 440+84 Rt Frontage Rd (35'x15')+(25'x'	
	39.8	Sta. 442+23 Lt Vet Clinic (17'x15')	
	736.5	TOTAL	
40600985	PORTLAN	D CEMENT CONCRETE SURFACE REMOVAL - BUTT	JOINT
	<u>SQ YD</u>	LOCATION	
		US 67 - Mainline	(EE) 000
	183.3	Sta. 424 + 65 - 424 + 95 N & S Bnd Lns	(55'x30')
	146.7	Sta. 437 + 80 - 438 + 10 N & S Bnd Lns	(44'x30')
	160.0	Sta. 440 + 31 - 440 + 61 N & S Bnd Lns	, ,
٠	93.3	Sta. 456 + 56 - 456 + 86 S Bnd Lns only Sideroads & Entrances	
	120.0	10th Ave East Sta. 1461+79-1462+09	(32'x30')
	90.7	Sta. 433+88 Lt Hy-Vee Entr (from median south)	(102'x8)
	45.0	5th Ave	(45'x8')
	158.3	4th Ave East	(95'x15')
•	124.6	4th Ave West & NW Return (See Detail Sheet)	(55'x14')
	1,121.9		
40600990	TEMPORA	ARY RAMP	
	<u>SQ YD</u>	LOCATION	
		US 67-Mainline	
	30.6	Sta. 424 + 65 (55')	
	28.9	Sta. 438 + 10 (52')	
	26.7	Sta. 440 + 31 (48')	
	30.0	Sta. 442 + 95 (54')	
	30.0	Sta. 443 + 05 (54')	
	30.0	Sta. 456 + 86 (54')	
		Sideroads & Entrances	
	26.7	10th Ave East Sta. 1462+09 (32')	
	53.3	10th Ave West Sta. 1458+31 (34')	
	25.0	Sta. 433+88 Lt Hy-Vee Entrance (45')	
	25.6	Sta. 437+71 Rt Frontage Rd (44')	
	20,6	Sta. 440+84 Rt Frontage Rd (35')	
	10.6	Sta. 442+23 Lt Vet Clinic (17)	
	24.1	5th Ave (40')	
	40.0	4th Ave East (70')	
	<u>21.7</u> 423.6	4th Ave West (37') TOTAL	
42300300		ND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7"	
	i OKI LAN		
	SQYD	LOCATION	
	25.0	CE RT 456+60	
	25.0 25.7	CE RT 456+60 CE RT 455+50	

PAVEMENT REMOVAL

44000100

SQ YD LOCATION 38.9 Sta. 448+03 to 448+59 Lt (6' Concrete Shidr plus +/-1' of Drvng Ln) 108.9 Sta. 450+85 to 452+25 Lt (6' Concrete Shidr plus +/-1' of Drvng Ln) TOTAL 147.8 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH 44000198 SQ YD LOCATION 10th Ave West 854.7 1458 + 31 - 1460 + 16 West Leg (To bare concrete) US 67 188.2 436 + 83 - 438 + 37 *Median X-over (To Agg base) * Approx. 2 1/2" to 3" 1042.9 TOTAL 44000200 **DRIVEWAY PAVEMENT REMOVAL** SQ YD **LOCATION** 25.0 CE RT 456+60 25.7 CE RT 455+50 50.7 TOTAL COMBINATION CURB AND GUTTER REMOVAL 44000500 **FOOT LOCATION** US 67 454 + 56 - 456 + 86 230 78 10th Ave East, NE Return 100 Various Locations TOTAL 408 AGGREGATE SHOULDERS, TYPE B 48101200 **TON LOCATION** US 67 - Mainline 424 + 65 - 426 + 00 6' Wedge 19.2 Sta. 424 + 65 - 426 + 00 6' Wedge 19.2 Sta. Lt 426 + 80 - 438 + 10 268.1 Sta. Rt 10' Wedge 86.8 Sta. 426 + 80 - 432 + 90 Lt 10' to 2' Wedge 434 + 85 - 437 + 55 2' Wedge 12.8 Sta. Lt 2.6 Sta. 437 + 55 - 438 + 10 2' Wedge 440 + 31 - 442 + 95 443 + 05 - 452 + 12 Sta. Rt & Lt 10' Wedge 62.6 322.8 Sta. 15' Wedge 794.3 TOTAL PORTLAND CEMENT CONCRETE SHOULDER 10" 48300500 SQ YD LOCATION US 67 38.9 Sta. 448+03 to 448+59 Lt @ 5th Ave (6' Concrete Shidr plus +/-1' of Drvng Ln) 108.9 Sta. 450+85 to 452+25 Lt (6' Concrete Shidr plus +/-1' of Drvng Ln) 147.8 TOTAL

60255500	MANHOLE	S TO BE A	DJUSTED		
	EACH	LOCATIO	N		
	1 1 1 3	US 67 Sta. Sta. Sta. TOTAL	427 + 35 446 + 23 448 + 92		(Storm) (Within HMA Shldr) (Within HMA Shldr)
60255800	MANHOLE	S TO BE A	DJUSTED Y	VITH 1	NEW TYPE 1 FRAME, CLOSED LI
	EACH	LOCATIO	<u>N</u>		
e.	1 1 1 3		452 + 52 454 + 84 West Sta. 14	Rt Rt 61+96	6 Lt (NE Return)
60260100	INLETS TO	BE ADJU	STED		
	<u>EACH</u>	LOCATIO	<u>)N</u>		
	1 1 1 3	US 67 Sta. Sta. Sta. TOTAL	448 + 59 452 + 35 454 + 84	Lt Lt Rt	
60260500	INLETS TO	BE ADJU	STED WITH	NEW	TYPE 3 FRAME AND GRATE
	<u>EACH</u>	LOCATIO	<u> N</u>		
•	1 1 1 3	US 67 Sta. Sta. Sta. TOTAL	445 + 62 450 + 00 454 + 84	Lt Lt Lt	
60265700	VALVE VA	ULTS TO	BE ADJUST	<u>ED</u>	
	<u>EACH</u>	LOCATIO	<u>N</u>		
	1 1 1 1 1 1 5	US 67 Sta. Sta. Sta. Sta. Sta. TOTAL	452 + 35 452 + 69 453 + 26 454 + 27 456 + 71	Rt Rt Lt Rt Lt	(in 4th Ave intersection) (Sewer valve) (Water valve) (Water valve) (Water valve in Shldr))
60605000	COMBINA	TION CON	CRETE CUR	B AN	D GUTTER, TYPE B-6.24
	<u>FOOT</u>	LOCATIO	<u>N</u> ,		
	<u>78</u>	Sideroad 10th Ave TOTAL	East, NE Re	turn	

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (MODIFIED) 60605300 <u>FOOT</u> **LOCATION** US 67 230 454 + 56 - 456 + 86 Sta. Various Locations 100 TOTAL 330 GUARDRAIL REMOVAL 63200310 FOOT **LOCATION** US 67

427 + 08 - 428 + 08

78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS

Sta

TOTAL

100

<u>SQ FT</u>	LOCATIO	<u>ИС</u>		•
	Arrows			
31.2	10th Ave	(W)	(2 RT	Turns @ 1459+31 & 1460+01)
52.0	10th Ave	(W)	(2 LT	Turn/Thru @ 1459+31 & 1460+01)
	US 67	-	·	
	North Bo	und		
15.6	Sta	424 +	81	(LT Turn)
15.6	Sta	425 +	64	(LT Turn)
	South Bo	und		•
15.6	Sta	427 +	27	(LT Turn)
15.6	Sta	427 +	70	(LT Turn)
	Railroad	Crossin	gs	
7.2	Sta	440 +	65	Railroad "R" (2)
54.0	Sta	440 +	65	Railroad "X"
7.2	Sta	446 +	47	Railroad "R" (2)
54.0	Sta	446 +	47	Railroad "X"
268.0	TOTAL			

78000200 THERMOPLASTIC PAVEMENT MARKING - LINE 4"

<u>FOOT</u>	<u>LOCATION</u>	
	US 67	
270	Sta 424 + 65 - 426 + 00	White Edge Lines
220	10th Ave (E) Sta. 1461+37-1462+09	White Edge Lines
524	10th Ave (W) Sta. 1458+31-1460+59	White Edge Lines
2,260	Sta 426 + 80 - 438 + 10	White Edge Lines
528	Sta 440 + 31 - 442 + 95	White Edge Lines
1,814	Sta 443 + 05 - 452 + 12	White Edge Lines
754	Sta 453 + 09 - 456 + 86	White Edge Lines
270	Sta 424 + 65 - 426 + 00	Yellow Median Edge Lines
2,260	Sta 426 + 80 - 438 + 10	Yellow Median Edge Lines
1,056	Sta 440 + 31 - 442 + 95	Double Yellow Median Edge Lines
3,628	Sta 443 + 05 - 452 + 12	Double Yellow Median Edge Lines
1,508	Sta 453 + 09 - 456 + 86	Double Yellow Median Edge Lines
80	Sta 424 + 65 - 426 + 00	White Skip Dash
580	Sta 426 + 80 - 438 + 10	White Skip Dash
140	Sta 440 + 31 - 442 + 95	White Skip Dash
460	Sta 443 + 05 - 452 + 12	White Skip Dash
200	Sta 453 + 09 - 456 + 86	White Skip Dash
400	10th Ave (W)	Double Yellow Ctrline
16,952	TOTAL	

78000500	THERMOP	LASTIC PAVEMENT MARKING - LINE 8"
	FOOT 135 110 151 140 536	LOCATION
78000600	THERMOP	LASTIC PAVEMENT MARKING - LINE 12"
	FOOT	LOCATION
	85 85	10th Ave (W) - SW Island White Diagonals TOTAL
78000650	THERMOP	LASTIC PAVEMENT MARKING - LINE 24"
	<u>FOOT</u>	LOCATION
·	54 58 28	US 67 Sta 425 + 90 White Stop Bar (NB Lt Turn & Thru Lanes) Sta 426 + 73 White Stop Bar (SB Lt Turn & Thru Lanes) 10th Ave (W) Sta.1460+36 White Stop Bar (EB Rt Turn & Thru Lane)
	28 22	10th Ave (E) Sta. 1461+65 White Stop Bar (WB Rt Turn & Thru Lane) Sta 440 + 40 White Stop Bar (NB RR)
	22	Sta 440 + 90 White Stop Bar (NB RR)
	22	Sta 442 + 60 White Stop Bar (NB RR)
	22 22	Sta 443 + 40 White Stop Bar (SB RR) Sta 446 + 22 White Stop Bar (SB RR)
	22	Sta 446 + 22 White Stop Bar (SB RR) Sta 446 + 72 White Stop Bar (SB RR)
	22	Sta 452 + 12 White Stop Bar (NB @ 4th Ave)
	22	Sta 453 + 09 White Stop Bar (SB @ 4th Ave)
	44	4th Ave (E) White Stop Bar (WB Rt Turn & Thru)
	14_	4th Ave (W) White Stop Bar
78001110	402 PAINT PA	TOTAL VEMENT MARKING - LINE 4"
	17.11.7.7.3	
	<u>FOOT</u>	LOCATION
		US 67 Quantity calculated for double application
	884	Sta 438 + 10 - 440 + 31 White Edge Lines
ť	884 240	Sta 438 + 10 - 440 + 31 Yellow Median Edge Lines Sta 438 + 10 - 440 + 31 White Skip Dash
	200	4th Ave (E) Double Yellow
	2,208	TOTAL
78100100	RAISED R	EFLECTIVE PAVEMENT MARKER
	<u>EACH</u>	LOCATION
		US 67
	4	Sta 424 + 65 - 426 + 00 One-way Crystal - 2 @ 80' o.c.
	30 8	Sta 426 + 80 - 438 + 10 One-way Crystal - 2 @ 80' o.c. Sta 440 + 31 - 442 + 95 One-way Crystal - 2 @ 80' o.c.
	24	Sta 443 + 05 - 452 + 12 One-way Crystal - 2 @ 80' o.c.
	10	Sta 453 + 09 - 456 + 86 One-way Crystal - 2 @ 80' o.c.
	9	Sta 440 + 31 = 442 + 95 Two-way Ambar = 2 @ 80' o c

440 + 31 - 442 + 95 443 + 05 - 452 + 12 453 + 09 - 456 + 86

8

10

118

Sta Sta Sta

TOTAL

Two-way Amber - 2 @ 80' o.c. Two-way Amber - 2 @ 80' o.c.

Two-way Amber - 2 @ 80' o.c.

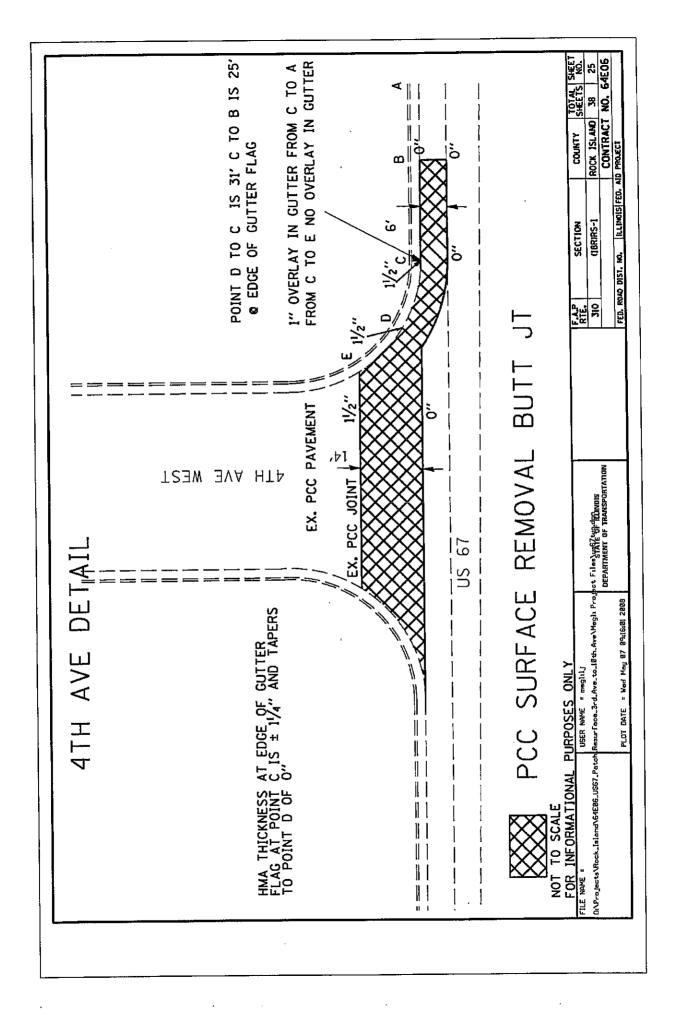
88600400 DETECTOR LOOP, SPECIAL

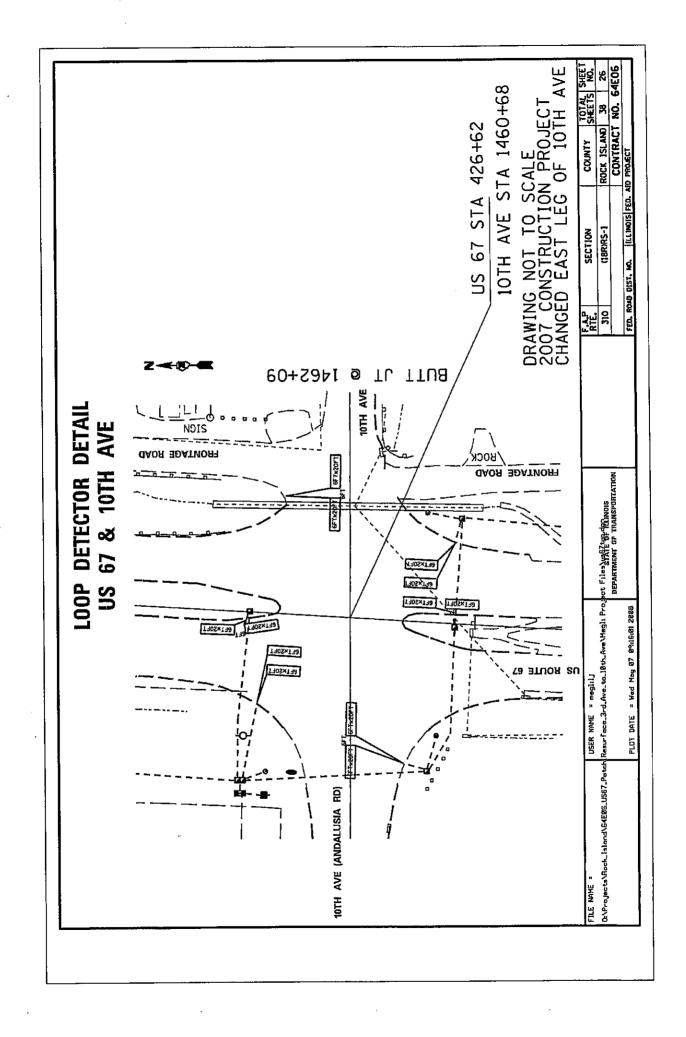
<u>FOOT</u>	LOCAT	<u>ION</u>			
	US 67 North B	ound			
62	Sta	425 + 44	- 425 +	64 6'x20'	Lt Turn Lane
62	Sta	425 + 70	- 425 +	90 6'x20'	Lt Turn Lane
82	Sta	425 + 70	- 425 +	90 6'x20'	Thru Lane
67	Sta	425 + 70	- 425 +	90 6'x20'	Thru Lane
	South B	Bound			
82	Sta	426 + 73	- 426 ÷	93 6'x20'	Thru Lane
72	Sta	426 + 73	- 426 ÷	93 6'x20'	Thru Lane
62	Sta	426 + 73	- 426 +	93 6'x20'	Lt Turn Lane
62	Sta	426 + 99	- 427 +	19 6'x20'	Lt Turn Lane
	Sideroa	ds			
	10th Av	e West			
82	Sta	1459 + 90	- 1460 +	10 6'x20'	Thru/Lt Turn Lane
82	Sta	1460 + 16	- 1460 +	36 6'x20'	Thru/Lt Turn Lane
	10th Av	e East			
82	Sta	1461 + 65	- 1461 +	85 6'x20'	Thru/Lt Turn Lane
82	Sta	1461 + 91	- 1462 +	11 6'x20'	Thru/Lt Turn Lane
304	4th Ave	East		2- 6'x20'	Thru/Lt Turn Lane
52	4th Ave	West		10'x10'	Thru/Lt Turn Lane
1,235	TOTAL	,			

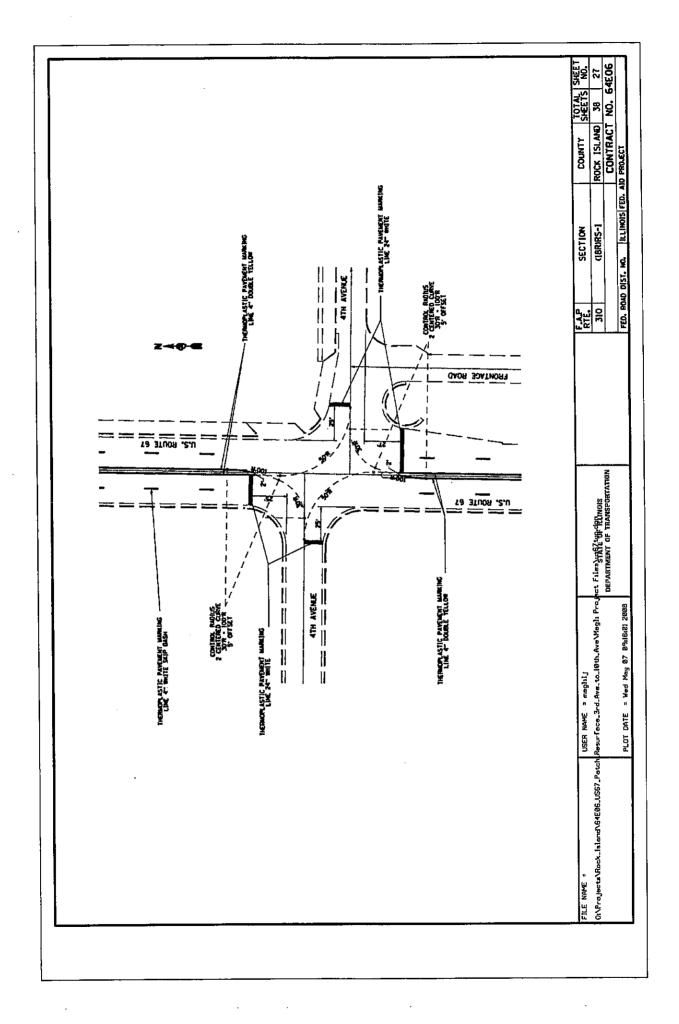
Z0028415 GEOTECHNICAL REINFORCEMENT

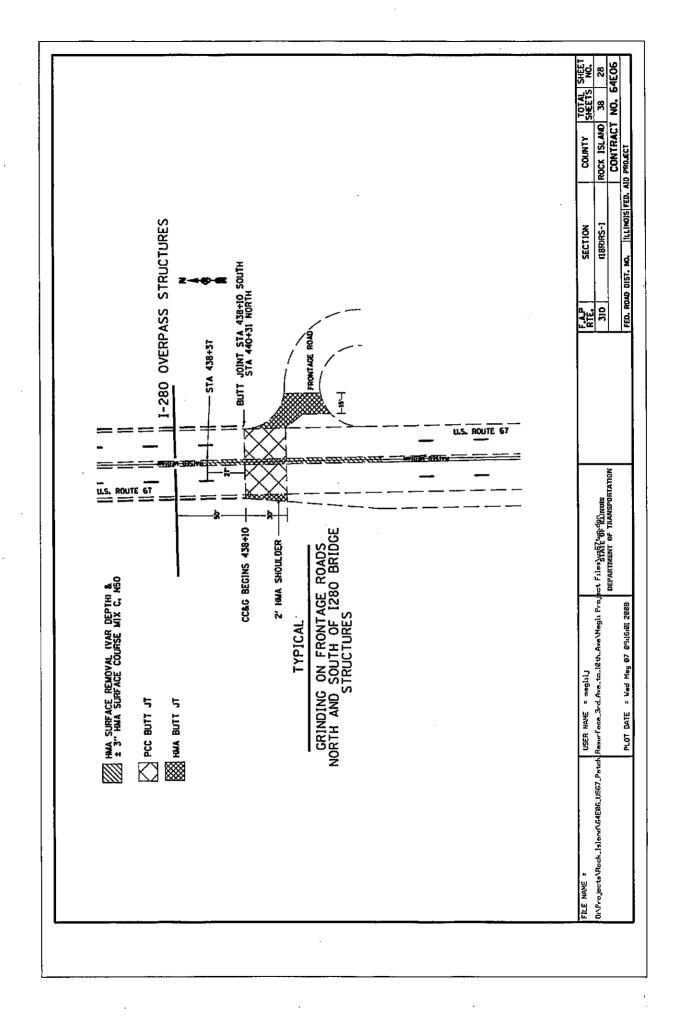
Z0028700 GRANULAR SUBGRADE REPLACEMENT

<u>CU YD</u>	LOCATION	
59.4 14.9 74.2	US 67 - As Directed by the Class B Patches Sta, 450+72 to 452+06 TOTAL	e R.E. (6' Bituminous Shidr)

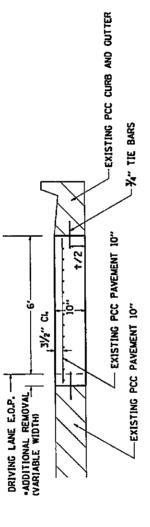








PORTLAND CEMENT CONCRETE SHOULDER 10"



REMOVAL DUE 10 DETERIORATED PAVEMENT (TO BE DETERMINED IN THE FIELD BY RESIDENT)

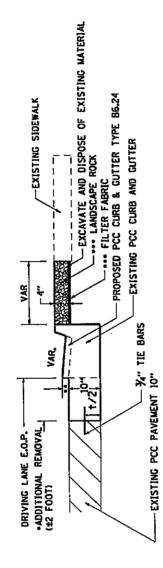
GENERAL NOTES

THE LONGITUDINAL JOINT & TRANSVERSE JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD 420001

THE CONCRETE SHOULDER SHALL BE TIED TO THE EXISTING PAYEMENT AS SHOWN WITH TIE BARS AS SHOWN IN STANDARD 483001. THIS COST TO BE INCLUDED IN THE COST OF THE CONCRETE SHOULDER

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B6.24 (MODIFIED **CONCRETE CURB** PORTLAND CEMENT AND GUTTER TYPE



GENERAL MOTES

THE LONGITUDINAL JOINT & TRANSVERSE JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD 420001

THE PCC CURB AND GUTTER SHALL BE TIED TO THE EXISTING PAVEMENT AS SHOWN WITH DOWEL BARS AS SHOWN IN STANDARD 606001.

THE CURB SHALL BE TAPERED TO THE EXISTING CURB AT A RATE OF I" PER F00T. THE ADDITIONAL DRIVING LANE REMOVAL SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT FOR COMBINATION CURB AND GUTTER REMOVAL. ALL OTHER WORK ON THIS DETAIL SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT OF PORTLAND CEMENT CONCRETE CURB AND GUTTER TYPE B6.24 (MODIFIED)

- REMOVAL DUE TO DETERIORATED PAVEMENT (TO BE DETERMINED IN THE FIELD BY RESIDENT)
 ELEVATION TO BE DETERMINED IN THE FIELD
- ••• LANDSCAPE ROCK SHALL BE SIMILAR IN APPEARANCE AND SIZE TO XYLEM, LTD, "LARGE AMERICAN HERITAGE". THE LANDSCAPE ROCK AND FILTER FABRIC WILL NOT BE MEASURED SEPARATELY FOR PAYMENT, BUT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT FOR PORTLAND CEMENT CONCRETE CURB AND GUTTER TYPE B6.24 (MODIFIED)

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		DEPARTMENT OF TRANSPORTATION			CONTRACT NO. 64E06	NO. 64E	90
	PLOT DATE = Wed Mey 87 89:16:20 2888		FED. RO	FED. ROAD DIST. NO. ILLINDIS FED. AID PROJECT	Alo PROJECT		П

CATCH BASIN OR INLETS TO BE ADJUSTED OR RECONSTRUCTED (DETAILS FOR CURB & GUTTER REPLACEMENT)

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

CLASS SI CONCRETE SHALL BE USED THROUGHOUT.
A HOLE 40 (1 1/2) IN DIAMETER AND 225 (9) DEEP SHALL BE DRILLED IN THE EXISTING CONCRETE CURB AS SHOWN. A 32x450(1 1/4 x 18) SMOOTH DOWEL BAR SHALL BE GROUTED IN THE HOLE LONGITUDINALLY.

CURB EXISTING AND GUTTER

32 (1 1/4) & COATED SMOOTH DOWEL BAR WITH CAP TO PROVIDE 25 (1) EXPANSION

REMOVE AND REPLACE SOD

PROPOSED CURB AND GUITER

SAWED JOINT - (FULL DEPTH)

FRAME AND GRATE

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

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

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

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

THE WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 6D2 OF THE STRANARD SPECIFICATIONS AND INCLUDES THE REMOVAL AND REPLACEMENT OF SOD, CONCRETE PAYEMENT AND/OR CURB AND GUTTER ADJACENT TO CATCH BASINS OR INLETS TO BE ADJUSTED OR RECONSTRUCTED AND SHALL BE INCLUDED IN THE PAY ITEM OF CATCH BASINS OR INLETS TO BE ADJUSTED OR RECONSTRUCTED AS SPECIFIED.

REVISED - 5-4-94

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

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

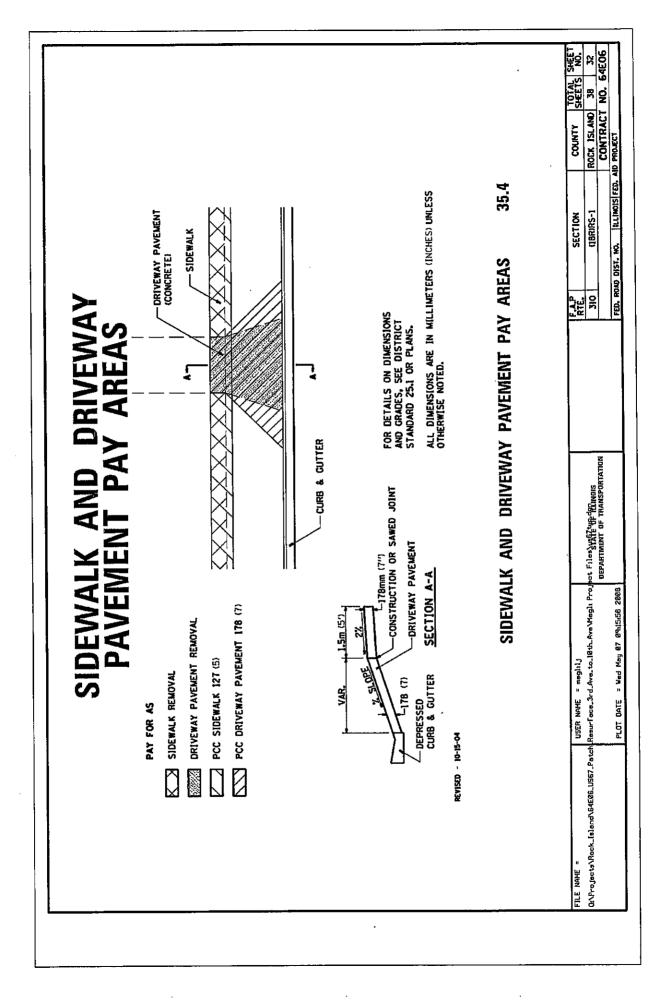
25 (I) PREFORMED EXPANSION JOINT FILLER, IF EXISTING EXPANSION JOINT IS WITHIN I.5M (S'-O'')THE JOINT FILLER SHALL BE ELIMINATED.

OR RECONSTRUCTED OR INLETS TO BE ADJUSTED CATCH BASIN

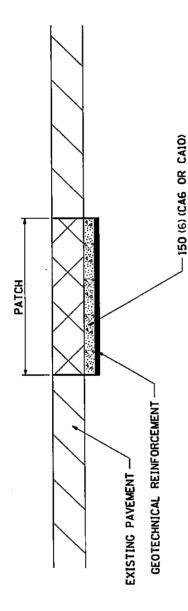
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17.4a



SUBGRADE REPLACEMENT



NOTES

The Engineer will determine which patches will require Subgrade Replacement, generally when the Ou of the Subgrade < 0.3TSF or If patch density is questionable.

UNSTABLE SUBGRADE MATERIAL SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

This work will be paid for at the contract unit price per m^3 (CU. YD.) for GRANULAR SUBGRADE REPLACEMENT and per m^2 (SQ. YD.) for GEOTECHNICAL REINFORCEMENT.

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

SUBGRADE REPLACEMENT

97.4

				REVISED 4-23-93			٦
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ROUGH GROOVED

ILLINOIS STANDARD W8-1107

ZICH PANEL TYPE 1



CENERAL MOTES

NETW LOCALS SHAFF BE IN VOCUMENCE BITH THE STAMOND SPECIAL VARIOUS THE STAMOND SPECIAL VARIOUS SECH ENGERS AND FACE MATERIALS SHAFF BE SECH PARELS AND FACE MATERIALS SHAFF BE

LL MOLIVITING MARDINANE SAML, BE ALUNIMUM, TAIMIESS STEEL, SINC ON CADMIUM PLATED TIELL AND SAMLL BE INCOGNIAN, TO THE COST O' THE INSTALLATION.

NECSS DINEMENTS NOTED.

NET DINEMSIONS AND IN MILE INCIRENS (INCHESS)

2.16

HOUGH GROOVED SURFACE SIGN

COLOR: LECEND AND BORDER - BLACK NOW-RELTLECTIVE

| 120 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1270 | 1

| 12 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 | 13000 |

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ROCK ISLAND
CONTRACT
AID PROJECT

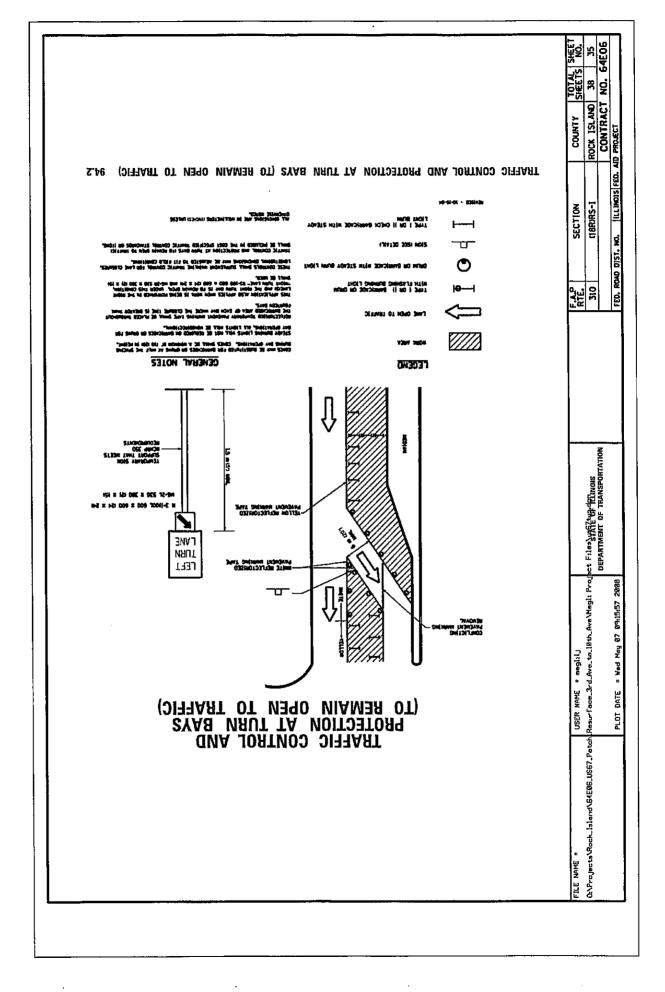
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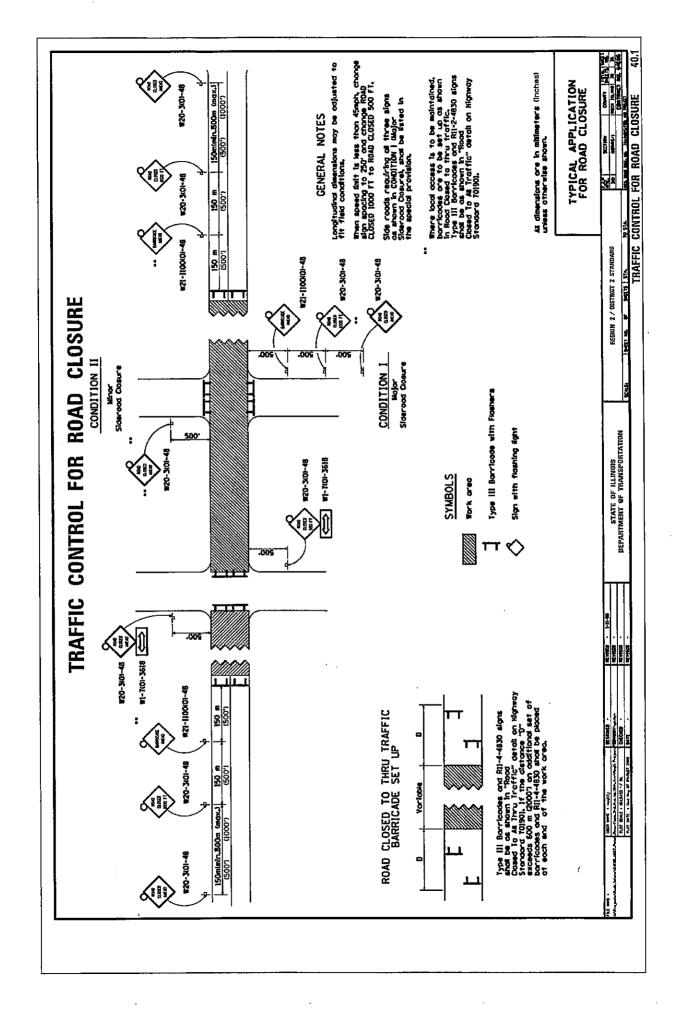
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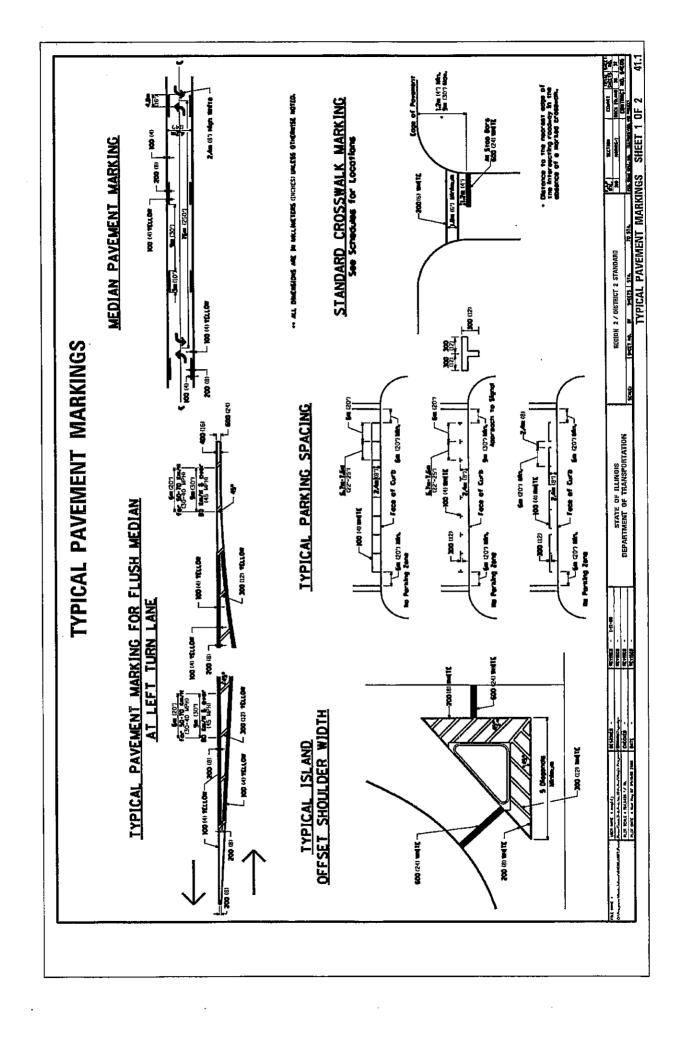
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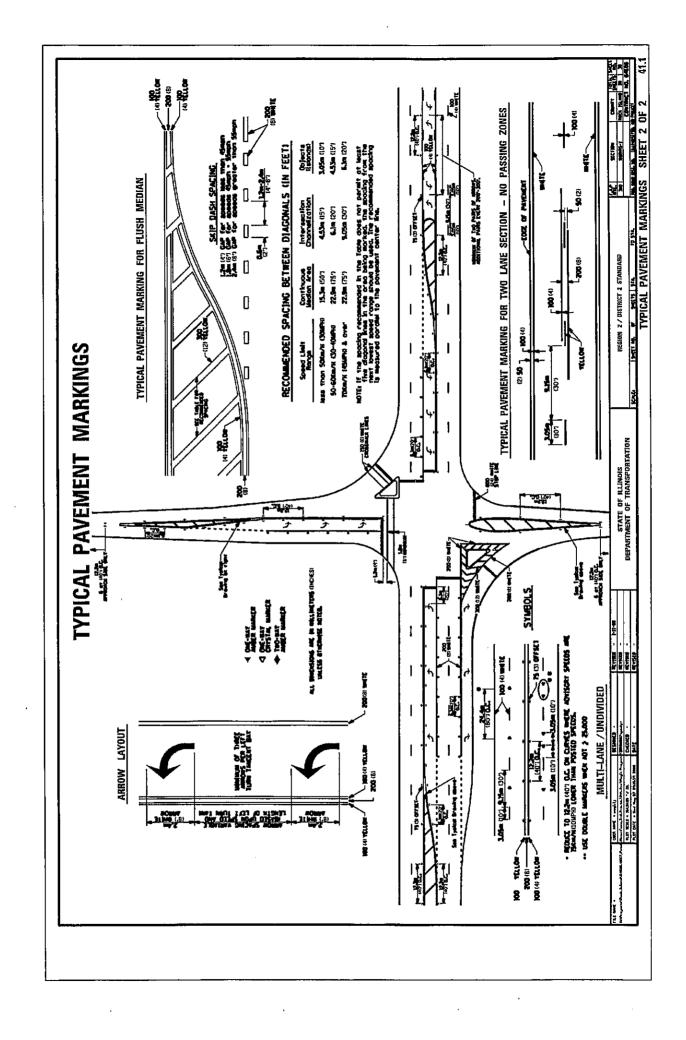
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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

Page 1

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

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

paid within each classification to dete

evidence of discriminatory wage practices.

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

6. Training and Promotion:

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. Classification:

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

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

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

3. Payment of Fringe Benefits:

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

a. Apprentices:

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

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

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

b. Trainees:

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

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

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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

NOTICE

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

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

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

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

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